

TOWN OF CLINTON, MASSACHUSETTS

TOWN OF CLINTON, MASSACHUSETTS

GREELEY STREET ROADWAY IMPROVEMENT PROJECT

March 31, 2021

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TOWN OF CLINTON, MASSACHUSETTS

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INVITATION TO BID

Greeley Street Improvement Project, Clinton, MA

Location of Work: Town of Clinton Massachusetts. Sealed Bids for construction of the **Greeley Street Improvement Project** will be received by the Board of Selectman's Office, Town Hall, 242 Church Street, Clinton, Massachusetts until 11:00 a.m., April 15, 2021 at which time and place all bids will be publicly opened and bids read aloud. Bids submitted after this time will not be accepted.

The Greeley Street Improvement Project involves the following major items: Reclaim and reconstruct approximately 1,650 linear feet of roadway, milling and paving of approximately 1,800 linear feet of roadway, installation of approximately 5,300 linear feet of concrete sidewalk, removal and installation of new of granite curbing, removal of existing bituminous curbing and installation of new Cape Cod berm, and drainage improvements..

Contract Documents may be viewed and downloaded on or after March 31, 2021 as a Portable Document Format (PDF) file free of charge at www.accentblueprints.com. Copies may be obtained for a fee by completing an order online or calling 978-362-8038 for each set. Completed orders may be picked up at the office of Accent Blueprints located at 99 Chelmsford Road, North Billerica, MA 01862 from 9 a.m. to 4 p.m. Copies may also be shipped to prospective bidders for an additional charge to cover handling and mailing fees. All payments for printing and shipping are nonrefundable. To be added to the project plan holder's list to guarantee receipt of addenda, it is recommended interested bidders obtain the Contract Documents directly from Accent Blueprints. Interested bidders will be prompted to register an email address with Accent Blueprints to access the documents.

BID SECURITIES shall be in amount of 5% of the bid and in the form of a certified check drawn upon a bank within the State of Massachusetts or a bid bond executed by a surety company authorized to do business in Massachusetts, made payable to the **OWNER**.

The successful bidder must furnish a 100% **PERFORMANCE** and **PAYMENT BOND** and will be required to execute the Contract Agreement within five (5) days following notification of the acceptance of his Bid. The **OWNER** reserves the right to reject any or all bids, to accept any bid, to waive any informality on bids received, and to omit any item or items deemed advisable for the best interests of the **OWNER**. All costs associated with the preparation of the bids shall be the responsibility of the bidder, regardless of whether or not the Contract is awarded.

Bidders must be prequalified with MassDOT

Board of Selectmen

TOWN OF CLINTON, MASSACHUSETTS

INSTRUCTIONS TO BIDDERS

1. Receipt of Bids

The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Any bid may be withdrawn prior to the above-mentioned time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw his/her bid for a period of 30 days, excluding Saturdays, Sundays, and legal holidays after actual date of the opening thereof.

2. Preparation of Bid

Each bid shall be submitted on the forms attached to these documents. The bid forms shall not be removed and submitted separately from the other documents. All blank spaces for bid prices must be filled in with the unit price for the item or the lump sum for which the proposal is made. Bidders must bid on each item including the supplemental section. All entries in the entire proposal must be made clearly, and prices must be written in both words and figures in the spaces provided. The town reserves the right to remove the supplemental bid from this contract.

3. Bid Submission

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted, and the name and number of the Contract for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as follows:

Bid Documents
Greeley Street, Town of Clinton Board of Selectman's Office, Town Hall
Roadway Improvement Project
242 Church Street
Clinton, MA 01510

The Owner will receive sealed bids until the time, and at the location designated in the Notice to Contractors. Bids received after this time will not be accepted. All interested parties are invited to attend; bids will be opened publicly and read aloud.

4. Bid Security

Every bid submitted by contractors shall be accompanied by a bid deposit in the form of cash, certified check, treasurer's or cashier's check, or a bid bond issued by a responsible bank or trust company and made payable to the Town of Clinton. The amount of the bid deposit shall be 5% of the amount of the bid. All security except those of the three lowest responsible and eligible bidders will be returned within five days, Saturdays, Sundays, and legal holidays excluded, after opening of the proposal. All bid securities will be returned on the execution of the contract or if no award is made within 30 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening thereof, unless forfeited under the conditions herein stipulated.

In case a party to whom a contract is awarded shall fail or neglect to execute the contract and furnish the satisfactory bond in the time specified, the Town may determine the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void, and the bid security accompanying the proposal shall be forfeited to the Town as liquidation damages for such failure or neglect and indemnify the Town for any loss which may be sustained by failure of the bidder to execute the contract and furnish the bonds as aforesaid, provided that, in case of

death, disability, or other unforeseen circumstances affecting the bidder, such bid security may be returned to him/her. After execution of the contract and acceptance of the bonds by the Town, the bid security accompanying the proposal of the successful bidder will be returned.

5. Time of Completion

The bidder must agree to commence work within the time specified in the contract documents, and to fully complete the project no later than November 15, 2021. See subsection 8.03, "Prosecution of Work" Special Provision for sequence of completion.

6. Performance and Payment Bonds

A bond (performance bond) in the sum of the total amount (100%) of the Contract by the successful bidder and an additional bond in equal amount covering the payment for all labor and materials (payment bond) used in the work will be required. These bonds must be provided by a surety company that is listed with the Commonwealth of Massachusetts Approved Surety List. These bonds will be required at the execution of the contract. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. OSHA ten certification

All persons employed at the worksite must have successfully completed at least ten hours of an OSHA certified construction safety and health training. The 'Certificate of OSHA training of personnel' form attached in the contract must be signed and proof of training provided along with the first certified payroll.

8. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

9. Withdrawal of Bids

Except as hereinafter expressly provided, a bidder may not withdraw his bid until after thirty, (30) consecutive calendar days after the actual date of opening of Bids.

Upon proper written request and identification, Bids may be withdrawn only as follows:

1. At any time prior to the designated time for the opening of Bids.
2. Death or serious injury of a principal.
3. With the approval of the Town.
4. At any time after the expiration of the period during which withdrawal is prohibited provided the bid has not been accepted by the Town.

10. Execution of Contract

The party to whom the contract is awarded will be required to execute the contract and furnish the bonds duly executed with a satisfactory surety company within five days, excluding Saturdays, Sundays, and legal holidays, of the date of the mailing of the notice to the bidder according to the address given by him, that the contract is ready for execution.

11. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the drawings and contract documents, including all referenced documents. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from the obligation in respect to his bid.

11. Omissions, Discrepancies, Interpretations and Addenda

Should a bidder find discrepancies in, or omissions from, the drawings or contract documents, or should he/she have questions as to the interpretation of the plans or contract documents he/she shall submit such in writing to the Director of Public Works at least five days before the date herein set for the opening of bids. An interpretation will be mailed by certified mail to prospective bidders at the addresses given by them on or about two days before the opening of bids. Signed copies of all addenda shall be included with the bid. Omission of the signed addendum shall be cause for rejections of the bid.

12. Record of Address

Prospective bidders shall at the time the deposit is made and plans and specifications are secured, place on file with the Director of Public Works their address, and are required to make any changes necessary to insure that the record is accurate, complete, and up to date.

13. Massachusetts Sales and Use Tax

Materials purchased for permanent installation in the work will be exempt from the Massachusetts Sales and Use tax. Each bidder shall take this exemption into account in calculating his/her bid for the work.

14. State Tax Affidavit

Prospective bidders are required to certify that all state tax returns have been filed and all state taxes have been paid in order to be eligible to enter into a contract with the Town on this project. The form in section 0500 is to be used for this purpose and is to be completed and returned as part of the bid and proposal.

15. Prevailing Wage Rates

Prevailing rates for wages for work performed under this Contract will be as predetermined by the Commissioner of Labor and Industries of the Commonwealth of Massachusetts in accordance with the provisions of Sections 26 to 27D, inclusive, of c.149 of M.G.L. A schedule of the prevailing wages is included in Prevailing Wage Rates Section 0300.

16. Sub-bids

No sub bids will be sought in connection with this Contract.

TOWN OF CLINTON PREVAILING WAGE RATES

A schedule of Prevailing wage rates excerpted from that for “Mechanics, Apprentices, Teamsters, Chauffeurs, and Laborers” issued for this work by the Commissioner of Labor and Industries of Massachusetts, in accordance with Chapter 461, Acts of 1935, is included at the back of this section.



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Town of Clinton
Contract Number: **City/Town:** CLINTON
Description of Work: Roadway reclamation and reconstruction, roadway mill and overlay, installation of granite curb, Cape Cod Berm, concrete sidewalk and drainage improvements.
Job Location: Greeley Street, Clinton, MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
 - An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
 - The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
 - All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
 - The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
 - Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
 - Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
 - Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
 - Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
	06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00	\$63.68
	08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00	\$64.18
	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
	06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$64.25
	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.34	\$12.91	\$14.82	\$0.00	\$63.07
	06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
	08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$35.41	\$8.60	\$16.06	\$0.00	\$60.07
	06/01/2021	\$36.33	\$8.60	\$16.06	\$0.00	\$60.99
	12/01/2021	\$37.24	\$8.60	\$16.06	\$0.00	\$61.90
	06/01/2022	\$38.14	\$8.60	\$16.06	\$0.00	\$62.80
	12/01/2022	\$38.99	\$8.60	\$16.06	\$0.00	\$63.65
	06/01/2023	\$39.89	\$8.60	\$16.06	\$0.00	\$64.55
	12/01/2023	\$40.79	\$8.60	\$16.06	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$35.41	\$8.60	\$16.06	\$0.00	\$60.07
	06/01/2021	\$36.33	\$8.60	\$16.06	\$0.00	\$60.99
	12/01/2021	\$37.24	\$8.60	\$16.06	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2020	\$35.41	\$8.60	\$16.06	\$0.00	\$60.07
	06/01/2021	\$36.33	\$8.60	\$16.06	\$0.00	\$60.99
	12/01/2021	\$37.24	\$8.60	\$16.06	\$0.00	\$61.90
	06/01/2022	\$38.14	\$8.60	\$16.06	\$0.00	\$62.80
	12/01/2022	\$38.99	\$8.60	\$16.06	\$0.00	\$63.65
	06/01/2023	\$39.89	\$8.60	\$16.06	\$0.00	\$64.55
	12/01/2023	\$40.79	\$8.60	\$16.06	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$35.41	\$8.60	\$16.06	\$0.00	\$60.07
	06/01/2021	\$36.33	\$8.60	\$16.06	\$0.00	\$60.99
	12/01/2021	\$37.24	\$8.60	\$16.06	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
2	65	\$29.97	\$7.07	\$11.69	\$0.00	\$48.73
3	70	\$32.27	\$7.07	\$12.59	\$0.00	\$51.93
4	75	\$34.58	\$7.07	\$13.49	\$0.00	\$55.14
5	80	\$36.88	\$7.07	\$14.38	\$0.00	\$58.33
6	85	\$39.19	\$7.07	\$15.29	\$0.00	\$61.55
7	90	\$41.49	\$7.07	\$16.18	\$0.00	\$64.74
8	95	\$43.80	\$7.07	\$17.09	\$0.00	\$67.96

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (WORCESTER)</i>	02/01/2021	\$53.61	\$11.39	\$21.41	\$0.00	\$86.41
	08/01/2021	\$55.01	\$11.39	\$21.57	\$0.00	\$87.97
	02/01/2022	\$55.59	\$11.39	\$21.57	\$0.00	\$88.55

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Worcester

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.81	\$11.39	\$21.41	\$0.00	\$59.61
2	60	\$32.17	\$11.39	\$21.41	\$0.00	\$64.97
3	70	\$37.53	\$11.39	\$21.41	\$0.00	\$70.33
4	80	\$42.89	\$11.39	\$21.41	\$0.00	\$75.69
5	90	\$48.25	\$11.39	\$21.41	\$0.00	\$81.05

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.51	\$11.39	\$21.57	\$0.00	\$60.47
2	60	\$33.01	\$11.39	\$21.57	\$0.00	\$65.97
3	70	\$38.51	\$11.39	\$21.57	\$0.00	\$71.47
4	80	\$44.01	\$11.39	\$21.57	\$0.00	\$76.97
5	90	\$49.51	\$11.39	\$21.57	\$0.00	\$82.47

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
OPERATING ENGINEERS LOCAL 4	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2020	\$41.05	\$8.60	\$17.47	\$0.00	\$67.12
LABORERS - FOUNDATION AND MARINE	06/01/2021	\$42.07	\$8.60	\$17.47	\$0.00	\$68.14
	12/01/2021	\$43.08	\$8.60	\$17.47	\$0.00	\$69.15
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER	12/01/2020	\$39.90	\$8.60	\$17.47	\$0.00	\$65.97
LABORERS - FOUNDATION AND MARINE	06/01/2021	\$40.92	\$8.60	\$17.47	\$0.00	\$66.99
	12/01/2021	\$41.93	\$8.60	\$17.47	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN	12/01/2020	\$39.90	\$8.60	\$17.47	\$0.00	\$65.97
LABORERS - FOUNDATION AND MARINE	06/01/2021	\$40.92	\$8.60	\$17.47	\$0.00	\$66.99
	12/01/2021	\$41.93	\$8.60	\$17.47	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
LABORERS - ZONE 2	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARPENTER	03/01/2021	\$43.54	\$9.40	\$18.95	\$0.00	\$71.89
CARPENTERS -ZONE 2 (Eastern Massachusetts)	09/01/2021	\$44.19	\$9.40	\$18.95	\$0.00	\$72.54
	03/01/2022	\$44.79	\$9.40	\$18.95	\$0.00	\$73.14
	09/01/2022	\$45.44	\$9.40	\$18.95	\$0.00	\$73.79
	03/01/2023	\$46.04	\$9.40	\$18.95	\$0.00	\$74.39

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.77	\$9.40	\$1.73	\$0.00	\$32.90
2	60	\$26.12	\$9.40	\$1.73	\$0.00	\$37.25
3	70	\$30.48	\$9.40	\$13.76	\$0.00	\$53.64
4	75	\$32.66	\$9.40	\$13.76	\$0.00	\$55.82
5	80	\$34.83	\$9.40	\$15.49	\$0.00	\$59.72
6	80	\$34.83	\$9.40	\$15.49	\$0.00	\$59.72
7	90	\$39.19	\$9.40	\$17.22	\$0.00	\$65.81
8	90	\$39.19	\$9.40	\$17.22	\$0.00	\$65.81

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.10	\$9.40	\$1.73	\$0.00	\$33.23
2	60	\$26.51	\$9.40	\$1.73	\$0.00	\$37.64
3	70	\$30.93	\$9.40	\$13.76	\$0.00	\$54.09
4	75	\$33.14	\$9.40	\$13.76	\$0.00	\$56.30
5	80	\$35.35	\$9.40	\$15.49	\$0.00	\$60.24
6	80	\$35.35	\$9.40	\$15.49	\$0.00	\$60.24
7	90	\$39.77	\$9.40	\$17.22	\$0.00	\$66.39
8	90	\$39.77	\$9.40	\$17.22	\$0.00	\$66.39

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$30.72/ 3&4 \$36.75/ 5&6 \$55.37/ 7&8 \$61.45

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	04/01/2020	\$22.66	\$7.21	\$4.80	\$0.00	\$34.67
CARPENTERS-ZONE 3 (Wood Frame)	04/01/2021	\$23.16	\$7.21	\$4.80	\$0.00	\$35.17
	04/01/2022	\$23.66	\$7.21	\$4.80	\$0.00	\$35.67
	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17

All Aspects of New Wood Frame Work

Classification

Effective Date

Base Wage

Health

Pension

Supplemental
Unemployment

Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3**Effective Date - 04/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$13.60	\$7.21	\$0.00	\$0.00	\$20.81
2	60	\$13.60	\$7.21	\$0.00	\$0.00	\$20.81
3	65	\$14.73	\$7.21	\$0.00	\$0.00	\$21.94
4	70	\$15.86	\$7.21	\$0.00	\$0.00	\$23.07
5	75	\$17.00	\$7.21	\$3.80	\$0.00	\$28.01
6	80	\$18.13	\$7.21	\$3.80	\$0.00	\$29.14
7	85	\$19.26	\$7.21	\$3.80	\$0.00	\$30.27
8	90	\$20.39	\$7.21	\$3.80	\$0.00	\$31.40

Effective Date - 04/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$13.90	\$7.21	\$0.00	\$0.00	\$21.11
2	60	\$13.90	\$7.21	\$0.00	\$0.00	\$21.11
3	65	\$15.05	\$7.21	\$0.00	\$0.00	\$22.26
4	70	\$16.21	\$7.21	\$0.00	\$0.00	\$23.42
5	75	\$17.37	\$7.21	\$3.80	\$0.00	\$28.38
6	80	\$18.53	\$7.21	\$3.80	\$0.00	\$29.54
7	85	\$19.69	\$7.21	\$3.80	\$0.00	\$30.70
8	90	\$20.84	\$7.21	\$3.80	\$0.00	\$31.85

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$17.41/ 3&4 \$19.67/ 5&6 \$26.87/ 7&8 \$29.14

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING

01/01/2020

\$47.14

\$12.75

\$22.41

\$0.62

\$82.92

BRICKLAYERS LOCAL 3 (WORCESTER)

Apprentice - CEMENT MASONRY/PLASTERING - Worcester**Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.57	\$12.75	\$15.41	\$0.00	\$51.73
2	60	\$28.28	\$12.75	\$17.41	\$0.62	\$59.06
3	65	\$30.64	\$12.75	\$18.41	\$0.62	\$62.42
4	70	\$33.00	\$12.75	\$19.41	\$0.62	\$65.78
5	75	\$35.36	\$12.75	\$20.41	\$0.62	\$69.14
6	80	\$37.71	\$12.75	\$21.41	\$0.62	\$72.49
7	90	\$42.43	\$12.75	\$22.41	\$0.62	\$78.21

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$50.98	\$13.50	\$15.70	\$0.00	\$80.18
	06/01/2021	\$52.08	\$13.50	\$15.70	\$0.00	\$81.28
	12/01/2021	\$53.23	\$13.50	\$15.70	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$33.00	\$13.50	\$15.70	\$0.00	\$62.20
	06/01/2021	\$33.75	\$13.50	\$15.70	\$0.00	\$62.95
	12/01/2021	\$34.54	\$13.50	\$15.70	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$8.25	\$0.00	\$0.00	\$34.28
2	55	\$28.63	\$8.25	\$6.16	\$0.00	\$43.04
3	60	\$31.24	\$8.25	\$6.72	\$0.00	\$46.21
4	65	\$33.84	\$8.25	\$7.28	\$0.00	\$49.37
5	70	\$36.44	\$8.25	\$19.39	\$0.00	\$64.08
6	75	\$39.05	\$8.25	\$19.95	\$0.00	\$67.25
7	80	\$41.65	\$8.25	\$20.51	\$0.00	\$70.41
8	90	\$46.85	\$8.25	\$21.63	\$0.00	\$76.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN <i>LABORERS - ZONE 2</i>	12/01/2020	\$40.05	\$8.60	\$17.32	\$0.00	\$65.97
	06/01/2021	\$41.07	\$8.60	\$17.32	\$0.00	\$66.99
	12/01/2021	\$42.08	\$8.60	\$17.32	\$0.00	\$68.00
	06/01/2022	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	12/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	06/01/2023	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	12/01/2023	\$46.33	\$8.60	\$17.32	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$41.05	\$8.60	\$17.32	\$0.00	\$66.97
	06/01/2021	\$42.07	\$8.60	\$17.32	\$0.00	\$67.99
	12/01/2021	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	06/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	12/01/2022	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	06/01/2023	\$46.08	\$8.60	\$17.32	\$0.00	\$72.00
	12/01/2023	\$47.33	\$8.60	\$17.32	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 2</i>	12/01/2020	\$40.80	\$8.60	\$17.32	\$0.00	\$66.72
	06/01/2021	\$41.82	\$8.60	\$17.32	\$0.00	\$67.74
	12/01/2021	\$42.83	\$8.60	\$17.32	\$0.00	\$68.75
	06/01/2022	\$43.83	\$8.60	\$17.32	\$0.00	\$69.75
	12/01/2022	\$44.83	\$8.60	\$17.32	\$0.00	\$70.75
	06/01/2023	\$45.83	\$8.60	\$17.32	\$0.00	\$71.75
	12/01/2023	\$47.08	\$8.60	\$17.32	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2020	\$41.05	\$8.60	\$17.32	\$0.00	\$66.97
	06/01/2021	\$42.07	\$8.60	\$17.32	\$0.00	\$67.99
	12/01/2021	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	06/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	12/01/2022	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	06/01/2023	\$46.08	\$8.60	\$17.32	\$0.00	\$72.00
	12/01/2023	\$47.33	\$8.60	\$17.32	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$40.80	\$8.60	\$17.32	\$0.00	\$66.72
	06/01/2021	\$41.82	\$8.60	\$17.32	\$0.00	\$67.74
	12/01/2021	\$42.83	\$8.60	\$17.32	\$0.00	\$68.75
	06/01/2022	\$43.83	\$8.60	\$17.32	\$0.00	\$69.75
	12/01/2022	\$44.83	\$8.60	\$17.32	\$0.00	\$70.75
	06/01/2023	\$45.83	\$8.60	\$17.32	\$0.00	\$71.75
	12/01/2023	\$47.08	\$8.60	\$17.32	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2020	\$40.05	\$8.60	\$17.32	\$0.00	\$65.97
	06/01/2021	\$41.07	\$8.60	\$17.32	\$0.00	\$66.99
	12/01/2021	\$42.08	\$8.60	\$17.32	\$0.00	\$68.00
	06/01/2022	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	12/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	06/01/2023	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	12/01/2023	\$46.33	\$8.60	\$17.32	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 96</i>	09/06/2020	\$44.42	\$11.13	\$17.34	\$0.00	\$72.89
	09/05/2021	\$45.01	\$11.57	\$17.42	\$0.00	\$74.00
	09/04/2022	\$45.59	\$12.20	\$17.50	\$0.00	\$75.29

Apprentice - ELECTRICIAN - Local 96

Effective Date - 09/06/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.77	\$11.13	\$0.53	\$0.00	\$29.43
2	43	\$19.10	\$11.13	\$0.57	\$0.00	\$30.80
3	48	\$21.32	\$11.13	\$14.11	\$0.00	\$46.56
4	55	\$24.43	\$11.13	\$14.54	\$0.00	\$50.10
5	65	\$28.87	\$11.13	\$15.17	\$0.00	\$55.17
6	80	\$35.54	\$11.13	\$16.10	\$0.00	\$62.77

Effective Date - 09/05/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.00	\$11.57	\$0.54	\$0.00	\$30.11
2	43	\$19.35	\$11.57	\$0.58	\$0.00	\$31.50
3	48	\$21.60	\$11.57	\$14.15	\$0.00	\$47.32
4	55	\$24.76	\$11.57	\$14.58	\$0.00	\$50.91
5	65	\$29.26	\$11.57	\$15.22	\$0.00	\$56.05
6	80	\$36.01	\$11.57	\$16.16	\$0.00	\$63.74

Notes:

Steps 1-2 are 1000 hrs; Steps 3-6 are 1500 hrs.

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 41</i>	01/01/2021	\$56.69	\$15.88	\$19.31	\$0.00	\$91.88
	01/01/2022	\$58.62	\$16.03	\$20.21	\$0.00	\$94.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.35	\$15.88	\$0.00	\$0.00	\$44.23
2	55	\$31.18	\$15.88	\$19.31	\$0.00	\$66.37
3	65	\$36.85	\$15.88	\$19.31	\$0.00	\$72.04
4	70	\$39.68	\$15.88	\$19.31	\$0.00	\$74.87
5	80	\$45.35	\$15.88	\$19.31	\$0.00	\$80.54

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.31	\$16.03	\$0.00	\$0.00	\$45.34
2	55	\$32.24	\$16.03	\$20.21	\$0.00	\$68.48
3	65	\$38.10	\$16.03	\$20.21	\$0.00	\$74.34
4	70	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27
5	80	\$46.90	\$16.03	\$20.21	\$0.00	\$83.14

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2021	\$39.68	\$15.88	\$19.31	\$0.00	\$74.87
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2022	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
LABORERS - ZONE 2	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	11/01/2020	\$45.23	\$13.00	\$15.70	\$0.00	\$73.93
OPERATING ENGINEERS LOCAL 4	05/01/2021	\$46.38	\$13.00	\$15.70	\$0.00	\$75.08
	11/01/2021	\$47.38	\$13.00	\$15.70	\$0.00	\$76.08
	05/01/2022	\$48.53	\$13.00	\$15.70	\$0.00	\$77.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	11/01/2020	\$46.74	\$13.00	\$15.70	\$0.00	\$75.44
OPERATING ENGINEERS LOCAL 4	05/01/2021	\$47.90	\$13.00	\$15.70	\$0.00	\$76.60
	11/01/2021	\$48.91	\$13.00	\$15.70	\$0.00	\$77.61
	05/01/2022	\$50.07	\$13.00	\$15.70	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2020	\$22.73	\$13.00	\$15.70	\$0.00	\$51.43
	05/01/2021	\$23.41	\$13.00	\$15.70	\$0.00	\$52.11
	11/01/2021	\$24.01	\$13.00	\$15.70	\$0.00	\$52.71
	05/01/2022	\$24.68	\$13.00	\$15.70	\$0.00	\$53.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 96</i>	09/06/2020	\$44.42	\$11.13	\$17.34	\$0.00	\$72.89
	09/05/2021	\$45.01	\$11.57	\$17.42	\$0.00	\$74.00
	09/04/2022	\$45.59	\$12.20	\$17.50	\$0.00	\$75.29
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINT/COMMISSIONING <i>ELECTRICIANS LOCAL 96</i>	09/06/2020	\$44.42	\$11.13	\$17.34	\$0.00	\$72.89
	09/05/2021	\$45.01	\$11.57	\$17.42	\$0.00	\$74.00
	09/04/2022	\$45.59	\$12.20	\$17.50	\$0.00	\$75.29
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$40.75	\$13.50	\$15.70	\$0.00	\$69.95
	06/01/2021	\$41.66	\$13.50	\$15.70	\$0.00	\$70.86
	12/01/2021	\$42.61	\$13.50	\$15.70	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$24.50	\$8.60	\$16.06	\$0.00	\$49.16
	06/01/2021	\$24.50	\$8.60	\$16.06	\$0.00	\$49.16
	12/01/2021	\$24.50	\$8.60	\$16.06	\$0.00	\$49.16
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i>	03/01/2021	\$46.28	\$9.40	\$19.25	\$0.00	\$74.93
	09/01/2021	\$47.08	\$9.40	\$19.25	\$0.00	\$75.73
	03/01/2022	\$47.88	\$9.40	\$19.25	\$0.00	\$76.53

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - FLOORCOVERER - Local 2168 Zone II
Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.14	\$9.40	\$1.79	\$0.00	\$34.33
2	55	\$25.45	\$9.40	\$1.79	\$0.00	\$36.64
3	60	\$27.77	\$9.40	\$13.88	\$0.00	\$51.05
4	65	\$30.08	\$9.40	\$13.88	\$0.00	\$53.36
5	70	\$32.40	\$9.40	\$15.67	\$0.00	\$57.47
6	75	\$34.71	\$9.40	\$15.67	\$0.00	\$59.78
7	80	\$37.02	\$9.40	\$17.46	\$0.00	\$63.88
8	85	\$39.34	\$9.40	\$17.46	\$0.00	\$66.20

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.54	\$9.40	\$1.79	\$0.00	\$34.73
2	55	\$25.89	\$9.40	\$1.79	\$0.00	\$37.08
3	60	\$28.25	\$9.40	\$13.88	\$0.00	\$51.53
4	65	\$30.60	\$9.40	\$13.88	\$0.00	\$53.88
5	70	\$32.96	\$9.40	\$15.67	\$0.00	\$58.03
6	75	\$35.31	\$9.40	\$15.67	\$0.00	\$60.38
7	80	\$37.66	\$9.40	\$17.46	\$0.00	\$64.52
8	85	\$40.02	\$9.40	\$17.46	\$0.00	\$66.88

Notes: Steps are 750 hrs.

% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)

Step 1&2 \$31.99/ 3&4 \$38.37/ 5&6 \$57.47/ 7&8 \$63.88

Apprentice to Journeyworker Ratio:1:1
FORK LIFT/CHERRY PICKER
OPERATING ENGINEERS LOCAL 4

12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS
OPERATING ENGINEERS LOCAL 4

12/01/2020	\$33.00	\$13.50	\$15.70	\$0.00	\$62.20
06/01/2021	\$33.75	\$13.50	\$15.70	\$0.00	\$62.95
12/01/2021	\$34.54	\$13.50	\$15.70	\$0.00	\$63.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

**GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR
SYSTEMS)**
GLAZIERS LOCAL 35 (ZONE 2)

01/01/2021	\$41.56	\$8.25	\$22.75	\$0.00	\$72.56
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Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.78	\$8.25	\$0.00	\$0.00	\$29.03
2	55	\$22.86	\$8.25	\$6.16	\$0.00	\$37.27
3	60	\$24.94	\$8.25	\$6.72	\$0.00	\$39.91
4	65	\$27.01	\$8.25	\$7.28	\$0.00	\$42.54
5	70	\$29.09	\$8.25	\$19.39	\$0.00	\$56.73
6	75	\$31.17	\$8.25	\$19.95	\$0.00	\$59.37
7	80	\$33.25	\$8.25	\$20.51	\$0.00	\$62.01
8	90	\$37.40	\$8.25	\$21.63	\$0.00	\$67.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
OPERATING ENGINEERS LOCAL 4	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - OPERATING ENGINEERS - Local 4
Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$27.49	\$13.50	\$0.00	\$0.00	\$40.99
2	60	\$29.99	\$13.50	\$15.70	\$0.00	\$59.19
3	65	\$32.49	\$13.50	\$15.70	\$0.00	\$61.69
4	70	\$34.99	\$13.50	\$15.70	\$0.00	\$64.19
5	75	\$37.49	\$13.50	\$15.70	\$0.00	\$66.69
6	80	\$39.98	\$13.50	\$15.70	\$0.00	\$69.18
7	85	\$42.48	\$13.50	\$15.70	\$0.00	\$71.68
8	90	\$44.98	\$13.50	\$15.70	\$0.00	\$74.18

Effective Date - 06/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.09	\$13.50	\$0.00	\$0.00	\$41.59
2	60	\$30.65	\$13.50	\$15.70	\$0.00	\$59.85
3	65	\$33.20	\$13.50	\$15.70	\$0.00	\$62.40
4	70	\$35.76	\$13.50	\$15.70	\$0.00	\$64.96
5	75	\$38.31	\$13.50	\$15.70	\$0.00	\$67.51
6	80	\$40.86	\$13.50	\$15.70	\$0.00	\$70.06
7	85	\$43.42	\$13.50	\$15.70	\$0.00	\$72.62
8	90	\$45.97	\$13.50	\$15.70	\$0.00	\$75.17

Notes:
Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63	01/01/2021	\$37.24	\$10.64	\$17.33	\$1.96	\$67.17
	07/01/2021	\$38.29	\$10.64	\$17.33	\$1.99	\$68.25
	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 96	09/06/2020	\$44.42	\$11.13	\$17.34	\$0.00	\$72.89
	09/05/2021	\$45.01	\$11.57	\$17.42	\$0.00	\$74.00
	09/04/2022	\$45.59	\$12.20	\$17.50	\$0.00	\$75.29
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63	01/01/2021	\$37.24	\$10.64	\$17.33	\$1.96	\$67.17
	07/01/2021	\$38.29	\$10.64	\$17.33	\$1.99	\$68.25
	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING - WATER) PLUMBERS LOCAL 4	03/01/2021	\$47.85	\$9.80	\$15.77	\$0.00	\$73.42
	09/01/2021	\$48.85	\$9.80	\$15.77	\$0.00	\$74.42
	03/01/2022	\$49.85	\$9.80	\$15.77	\$0.00	\$75.42
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC MECHANIC <i>PLUMBERS LOCAL 4</i>	03/01/2021	\$47.85	\$9.80	\$15.77	\$0.00	\$73.42
	09/01/2021	\$48.85	\$9.80	\$15.77	\$0.00	\$74.42
	03/01/2022	\$49.85	\$9.80	\$15.77	\$0.00	\$75.42
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2020	\$35.41	\$8.60	\$16.06	\$0.00	\$60.07
	06/01/2021	\$36.33	\$8.60	\$16.06	\$0.00	\$60.99
	12/01/2021	\$37.24	\$8.60	\$16.06	\$0.00	\$61.90
	06/01/2022	\$38.14	\$8.60	\$16.06	\$0.00	\$62.80
	12/01/2022	\$38.99	\$8.60	\$16.06	\$0.00	\$63.65
	06/01/2023	\$39.89	\$8.60	\$16.06	\$0.00	\$64.55
	12/01/2023	\$40.79	\$8.60	\$16.06	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$35.41	\$8.60	\$16.06	\$0.00	\$60.07
	06/01/2021	\$36.33	\$8.60	\$16.06	\$0.00	\$60.99
	12/01/2021	\$37.24	\$8.60	\$16.06	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	09/01/2020	\$44.10	\$13.80	\$17.14	\$0.00	\$75.04
	09/01/2021	\$46.50	\$13.80	\$17.14	\$0.00	\$77.44
	09/01/2022	\$48.95	\$13.80	\$17.14	\$0.00	\$79.89

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Worcester

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.05	\$13.80	\$12.42	\$0.00	\$48.27
2	60	\$26.46	\$13.80	\$13.36	\$0.00	\$53.62
3	70	\$30.87	\$13.80	\$14.31	\$0.00	\$58.98
4	80	\$35.28	\$13.80	\$15.25	\$0.00	\$64.33

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.25	\$13.80	\$12.42	\$0.00	\$49.47
2	60	\$27.90	\$13.80	\$13.36	\$0.00	\$55.06
3	70	\$32.55	\$13.80	\$14.31	\$0.00	\$60.66
4	80	\$37.20	\$13.80	\$15.25	\$0.00	\$66.25

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (WORCESTER AREA)</i>	09/16/2020	\$48.36	\$8.10	\$25.10	\$0.00	\$81.56
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Apprentice - IRONWORKER - Local 7 Worcester

Effective Date - 09/16/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.02	\$8.10	\$25.10	\$0.00	\$62.22
2	70	\$33.85	\$8.10	\$25.10	\$0.00	\$67.05
3	75	\$36.27	\$8.10	\$25.10	\$0.00	\$69.47
4	80	\$38.69	\$8.10	\$25.10	\$0.00	\$71.89
5	85	\$41.11	\$8.10	\$25.10	\$0.00	\$74.31
6	90	\$43.52	\$8.10	\$25.10	\$0.00	\$76.72

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
LABORERS - ZONE 2	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

LABORER	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
LABORERS - ZONE 2	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15
	06/01/2022	\$37.39	\$8.60	\$16.06	\$0.00	\$62.05
	12/01/2022	\$38.24	\$8.60	\$16.06	\$0.00	\$62.90
	06/01/2023	\$39.14	\$8.60	\$16.06	\$0.00	\$63.80
	12/01/2023	\$40.04	\$8.60	\$16.06	\$0.00	\$64.70

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *LABORER - Zone 2*

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.80	\$8.60	\$16.06	\$0.00	\$45.46
2	70	\$24.26	\$8.60	\$16.06	\$0.00	\$48.92
3	80	\$27.73	\$8.60	\$16.06	\$0.00	\$52.39
4	90	\$31.19	\$8.60	\$16.06	\$0.00	\$55.85

Effective Date - 06/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.35	\$8.60	\$16.06	\$0.00	\$46.01
2	70	\$24.91	\$8.60	\$16.06	\$0.00	\$49.57
3	80	\$28.46	\$8.60	\$16.06	\$0.00	\$53.12
4	90	\$32.02	\$8.60	\$16.06	\$0.00	\$56.68

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15

Apprentice - *LABORER (Heavy & Highway) - Zone 2*

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.80	\$8.60	\$16.06	\$0.00	\$45.46
2	70	\$24.26	\$8.60	\$16.06	\$0.00	\$48.92
3	80	\$27.73	\$8.60	\$16.06	\$0.00	\$52.39
4	90	\$31.19	\$8.60	\$16.06	\$0.00	\$55.85

Effective Date - 06/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.35	\$8.60	\$16.06	\$0.00	\$46.01
2	70	\$24.91	\$8.60	\$16.06	\$0.00	\$49.57
3	80	\$28.46	\$8.60	\$16.06	\$0.00	\$53.12
4	90	\$32.02	\$8.60	\$16.06	\$0.00	\$56.68

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15
	06/01/2022	\$37.39	\$8.60	\$16.06	\$0.00	\$62.05
	12/01/2022	\$38.24	\$8.60	\$16.06	\$0.00	\$62.90
	06/01/2023	\$39.14	\$8.60	\$16.06	\$0.00	\$63.80
	12/01/2023	\$40.04	\$8.60	\$16.06	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15
	06/01/2022	\$37.39	\$8.60	\$16.06	\$0.00	\$62.05
	12/01/2022	\$38.24	\$8.60	\$16.06	\$0.00	\$62.90
	06/01/2023	\$39.14	\$8.60	\$16.06	\$0.00	\$63.80
	12/01/2023	\$40.04	\$8.60	\$16.06	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.75	\$8.60	\$16.12	\$0.00	\$59.47
	06/01/2021	\$35.67	\$8.60	\$16.12	\$0.00	\$60.39
	12/01/2021	\$36.58	\$8.60	\$16.12	\$0.00	\$61.30
	06/01/2022	\$37.48	\$8.60	\$16.12	\$0.00	\$62.20
	12/01/2022	\$38.33	\$8.60	\$16.12	\$0.00	\$63.05
	06/01/2023	\$39.23	\$8.60	\$16.12	\$0.00	\$63.95
	12/01/2023	\$40.13	\$8.60	\$16.12	\$0.00	\$64.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15
	06/01/2022	\$37.39	\$8.60	\$16.06	\$0.00	\$62.05
	12/01/2022	\$38.24	\$8.60	\$16.06	\$0.00	\$62.90
	06/01/2023	\$39.14	\$8.60	\$16.06	\$0.00	\$63.80
	12/01/2023	\$40.04	\$8.60	\$16.06	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15
	06/01/2022	\$37.39	\$8.60	\$16.06	\$0.00	\$62.05
	12/01/2022	\$38.24	\$8.60	\$16.06	\$0.00	\$62.90
	06/01/2023	\$39.14	\$8.60	\$16.06	\$0.00	\$63.80
	12/01/2023	\$40.04	\$8.60	\$16.06	\$0.00	\$64.70
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2021	\$42.57	\$11.39	\$20.14	\$0.00	\$74.10
	08/01/2021	\$43.69	\$11.39	\$20.30	\$0.00	\$75.38
	02/01/2022	\$44.16	\$11.39	\$20.30	\$0.00	\$75.85

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.29	\$11.39	\$20.14	\$0.00	\$52.82
2	60	\$25.54	\$11.39	\$20.14	\$0.00	\$57.07
3	70	\$29.80	\$11.39	\$20.14	\$0.00	\$61.33
4	80	\$34.06	\$11.39	\$20.14	\$0.00	\$65.59
5	90	\$38.31	\$11.39	\$20.14	\$0.00	\$69.84

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.85	\$11.39	\$20.30	\$0.00	\$53.54
2	60	\$26.21	\$11.39	\$20.30	\$0.00	\$57.90
3	70	\$30.58	\$11.39	\$20.30	\$0.00	\$62.27
4	80	\$34.95	\$11.39	\$20.30	\$0.00	\$66.64
5	90	\$39.32	\$11.39	\$20.30	\$0.00	\$71.01

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2021	\$55.77	\$11.39	\$22.08	\$0.00	\$89.24
	08/01/2021	\$57.17	\$11.39	\$22.24	\$0.00	\$90.80
	02/01/2022	\$57.74	\$11.39	\$22.24	\$0.00	\$91.37

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.89	\$11.39	\$22.08	\$0.00	\$61.36
2	60	\$33.46	\$11.39	\$22.08	\$0.00	\$66.93
3	70	\$39.04	\$11.39	\$22.08	\$0.00	\$72.51
4	80	\$44.62	\$11.39	\$22.08	\$0.00	\$78.09
5	90	\$50.19	\$11.39	\$22.08	\$0.00	\$83.66

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.24	\$0.00	\$62.22
2	60	\$34.30	\$11.39	\$22.24	\$0.00	\$67.93
3	70	\$40.02	\$11.39	\$22.24	\$0.00	\$73.65
4	80	\$45.74	\$11.39	\$22.24	\$0.00	\$79.37
5	90	\$51.45	\$11.39	\$22.24	\$0.00	\$85.08

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	01/04/2021	\$39.72	\$9.40	\$20.45	\$0.00	\$69.57
	01/03/2022	\$40.97	\$9.40	\$20.45	\$0.00	\$70.82
	01/02/2023	\$42.22	\$9.40	\$20.45	\$0.00	\$72.07

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MILLWRIGHT - Local 1121 Zone 2						
Effective Date - 01/04/2021						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.85	\$9.40	\$5.58	\$0.00	\$36.83
2	65	\$25.82	\$9.40	\$16.90	\$0.00	\$52.12
3	75	\$29.79	\$9.40	\$17.92	\$0.00	\$57.11
4	85	\$33.76	\$9.40	\$18.93	\$0.00	\$62.09
Effective Date - 01/03/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.53	\$9.40	\$5.58	\$0.00	\$37.51
2	65	\$26.63	\$9.40	\$16.90	\$0.00	\$52.93
3	75	\$30.73	\$9.40	\$17.92	\$0.00	\$58.05
4	85	\$34.82	\$9.40	\$18.93	\$0.00	\$63.15
<div> Notes: Step 1&2 Appr. indentured after 1/1/2020 receive no pension, but do receive annuity. (Step 1 \$5.58, Step 2 \$6.50) Steps are 2,000 hours </div>						
Apprentice to Journeyworker Ratio:1:5						
MORTAR MIXER						
<i>LABORERS - ZONE 2</i>						
		12/01/2020	\$34.91	\$8.60	\$16.06	\$59.57
		06/01/2021	\$35.83	\$8.60	\$16.06	\$60.49
		12/01/2021	\$36.74	\$8.60	\$16.06	\$61.40
		06/01/2022	\$37.64	\$8.60	\$16.06	\$62.30
		12/01/2022	\$38.49	\$8.60	\$16.06	\$63.15
		06/01/2023	\$39.39	\$8.60	\$16.06	\$64.05
		12/01/2023	\$40.29	\$8.60	\$16.06	\$64.95
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS)						
<i>OPERATING ENGINEERS LOCAL 4</i>						
		12/01/2020	\$23.20	\$13.50	\$15.70	\$52.40
		06/01/2021	\$23.75	\$13.50	\$15.70	\$52.95
		12/01/2021	\$24.33	\$13.50	\$15.70	\$53.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)						
<i>OPERATING ENGINEERS LOCAL 4</i>						
		12/01/2020	\$27.97	\$13.50	\$15.70	\$57.17
		06/01/2021	\$28.61	\$13.50	\$15.70	\$57.81
		12/01/2021	\$29.29	\$13.50	\$15.70	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II						
<i>OPERATING ENGINEERS LOCAL 4</i>						
		12/01/2020	\$49.45	\$13.50	\$15.70	\$78.65
		06/01/2021	\$50.54	\$13.50	\$15.70	\$79.74
		12/01/2021	\$51.68	\$13.50	\$15.70	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS)						
<i>PAINTERS LOCAL 35 - ZONE 2</i>						
		01/01/2021	\$52.06	\$8.25	\$22.75	\$83.06

Apprentice - PAINTER Local 35 - BRIDGES/TANKS**Effective Date -** 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$8.25	\$0.00	\$0.00	\$34.28
2	55	\$28.63	\$8.25	\$6.16	\$0.00	\$43.04
3	60	\$31.24	\$8.25	\$6.72	\$0.00	\$46.21
4	65	\$33.84	\$8.25	\$7.28	\$0.00	\$49.37
5	70	\$36.44	\$8.25	\$19.39	\$0.00	\$64.08
6	75	\$39.05	\$8.25	\$19.95	\$0.00	\$67.25
7	80	\$41.65	\$8.25	\$20.51	\$0.00	\$70.41
8	90	\$46.85	\$8.25	\$21.63	\$0.00	\$76.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *

01/01/2021

\$42.96

\$8.25

\$22.75

\$0.00

\$73.96

* If 30% or more of surfaces to be painted are new construction,

NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New**Effective Date -** 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.48	\$8.25	\$0.00	\$0.00	\$29.73
2	55	\$23.63	\$8.25	\$6.16	\$0.00	\$38.04
3	60	\$25.78	\$8.25	\$6.72	\$0.00	\$40.75
4	65	\$27.92	\$8.25	\$7.28	\$0.00	\$43.45
5	70	\$30.07	\$8.25	\$19.39	\$0.00	\$57.71
6	75	\$32.22	\$8.25	\$19.95	\$0.00	\$60.42
7	80	\$34.37	\$8.25	\$20.51	\$0.00	\$63.13
8	90	\$38.66	\$8.25	\$21.63	\$0.00	\$68.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)

01/01/2021

\$41.02

\$8.25

\$22.75

\$0.00

\$72.02

PAINTERS LOCAL 35 - ZONE 2

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint
Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.51	\$8.25	\$0.00	\$0.00	\$28.76
2	55	\$22.56	\$8.25	\$6.16	\$0.00	\$36.97
3	60	\$24.61	\$8.25	\$6.72	\$0.00	\$39.58
4	65	\$26.66	\$8.25	\$7.28	\$0.00	\$42.19
5	70	\$28.71	\$8.25	\$19.39	\$0.00	\$56.35
6	75	\$30.77	\$8.25	\$19.95	\$0.00	\$58.97
7	80	\$32.82	\$8.25	\$20.51	\$0.00	\$61.58
8	90	\$36.92	\$8.25	\$21.63	\$0.00	\$66.80

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2021	\$41.56	\$8.25	\$22.75	\$0.00	\$72.56
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* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW
Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.78	\$8.25	\$0.00	\$0.00	\$29.03
2	55	\$22.86	\$8.25	\$6.16	\$0.00	\$37.27
3	60	\$24.94	\$8.25	\$6.72	\$0.00	\$39.91
4	65	\$27.01	\$8.25	\$7.28	\$0.00	\$42.54
5	70	\$29.09	\$8.25	\$19.39	\$0.00	\$56.73
6	75	\$31.17	\$8.25	\$19.95	\$0.00	\$59.37
7	80	\$33.25	\$8.25	\$20.51	\$0.00	\$62.01
8	90	\$37.40	\$8.25	\$21.63	\$0.00	\$67.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2021	\$39.62	\$8.25	\$22.75	\$0.00	\$70.62
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PAINTERS LOCAL 35 - ZONE 2

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.81	\$8.25	\$0.00	\$0.00	\$28.06
2	55	\$21.79	\$8.25	\$6.16	\$0.00	\$36.20
3	60	\$23.77	\$8.25	\$6.72	\$0.00	\$38.74
4	65	\$25.75	\$8.25	\$7.28	\$0.00	\$41.28
5	70	\$27.73	\$8.25	\$19.39	\$0.00	\$55.37
6	75	\$29.72	\$8.25	\$19.95	\$0.00	\$57.92
7	80	\$31.70	\$8.25	\$20.51	\$0.00	\$60.46
8	90	\$35.66	\$8.25	\$21.63	\$0.00	\$65.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/01/2020	\$34.66	\$8.60	\$16.06	\$0.00	\$59.32
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2021	\$35.58	\$8.60	\$16.06	\$0.00	\$60.24
	12/01/2021	\$36.49	\$8.60	\$16.06	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER	12/01/2020	\$34.98	\$12.91	\$14.82	\$0.00	\$62.71
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2021	\$35.78	\$12.91	\$14.82	\$0.00	\$63.51
	08/01/2021	\$35.78	\$13.41	\$14.82	\$0.00	\$64.01
	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
PILE DRIVER LOCAL 56 (ZONE 2)						
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
PILE DRIVER LOCAL 56 (ZONE 2)						

Apprentice - PILE DRIVER - Local 56 Zone 2

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: Apprentice wages shall be no less than the following Steps;

(Same as set in Zone 1)

1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PLUMBER & PIPEFITTER <i>PLUMBERS LOCAL 4</i>	03/01/2021	\$47.85	\$9.80	\$15.77	\$0.00	\$73.42
	09/01/2021	\$48.85	\$9.80	\$15.77	\$0.00	\$74.42
	03/01/2022	\$49.85	\$9.80	\$15.77	\$0.00	\$75.42

Apprentice - PLUMBER/PIPEFITTER - Local 4

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.14	\$9.80	\$0.00	\$0.00	\$28.94
2	50	\$23.93	\$9.80	\$0.00	\$0.00	\$33.73
3	60	\$28.71	\$9.80	\$0.00	\$0.00	\$38.51
4	70	\$33.50	\$9.80	\$6.06	\$0.00	\$49.36
5	80	\$38.28	\$9.80	\$6.06	\$0.00	\$54.14

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.54	\$9.80	\$0.00	\$0.00	\$29.34
2	50	\$24.43	\$9.80	\$0.00	\$0.00	\$34.23
3	60	\$29.31	\$9.80	\$0.00	\$0.00	\$39.11
4	70	\$34.20	\$9.80	\$6.06	\$0.00	\$50.06
5	80	\$39.08	\$9.80	\$6.06	\$0.00	\$54.94

Notes:

Steps - 2000 hrs; Step 4 w/lic 75%, Step 5 w/lic 85%
Step 4 w/lic \$51.75, Step 5 w/lic \$56.53

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS LOCAL 4</i>	03/01/2021	\$47.85	\$9.80	\$15.77	\$0.00	\$73.42
	09/01/2021	\$48.85	\$9.80	\$15.77	\$0.00	\$74.42
	03/01/2022	\$49.85	\$9.80	\$15.77	\$0.00	\$75.42
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2020	\$35.66	\$8.60	\$16.06	\$0.00	\$60.32
	06/01/2021	\$36.58	\$8.60	\$16.06	\$0.00	\$61.24
	12/01/2021	\$37.49	\$8.60	\$16.06	\$0.00	\$62.15
	06/01/2022	\$38.39	\$8.60	\$16.06	\$0.00	\$63.05
	12/01/2022	\$39.24	\$8.60	\$16.06	\$0.00	\$63.90
	06/01/2023	\$40.14	\$8.60	\$16.06	\$0.00	\$64.80
	12/01/2023	\$41.04	\$8.60	\$16.06	\$0.00	\$65.70
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2020	\$35.66	\$8.60	\$16.06	\$0.00	\$60.32
	06/01/2021	\$36.58	\$8.60	\$16.06	\$0.00	\$61.24
	12/01/2021	\$37.49	\$8.60	\$16.06	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$33.00	\$13.50	\$15.70	\$0.00	\$62.20
	06/01/2021	\$33.75	\$13.50	\$15.70	\$0.00	\$62.95
	12/01/2021	\$34.54	\$13.50	\$15.70	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 - Dauphinis (Bellingham)</i>	01/01/2021	\$25.00	\$9.31	\$3.20	\$0.00	\$37.51
	12/01/2021	\$25.75	\$9.76	\$4.00	\$0.00	\$39.51
	01/01/2022	\$25.75	\$9.76	\$4.00	\$0.00	\$39.51
	12/01/2022	\$26.40	\$10.26	\$4.75	\$0.00	\$41.41
	01/01/2023	\$26.40	\$10.26	\$4.75	\$0.00	\$41.41
	12/01/2023	\$27.00	\$10.76	\$5.45	\$0.00	\$43.21
	01/01/2024	\$27.00	\$10.76	\$5.45	\$0.00	\$43.21
	12/01/2024	\$27.60	\$11.26	\$6.15	\$0.00	\$45.01
	01/01/2025	\$27.60	\$11.26	\$6.15	\$0.00	\$45.01

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RECLAIMERS	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
OPERATING ENGINEERS LOCAL 4	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
LABORERS - ZONE 2	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
OPERATING ENGINEERS LOCAL 4	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing)	02/01/2021	\$46.60	\$12.28	\$17.15	\$0.00	\$76.03
ROOFERS LOCAL 33	08/01/2021	\$48.03	\$12.28	\$17.15	\$0.00	\$77.46
	02/01/2022	\$49.46	\$12.28	\$17.15	\$0.00	\$78.89

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.30	\$12.28	\$4.31	\$0.00	\$39.89
2	60	\$27.96	\$12.28	\$17.15	\$0.00	\$57.39
3	65	\$30.29	\$12.28	\$17.15	\$0.00	\$59.72
4	75	\$34.95	\$12.28	\$17.15	\$0.00	\$64.38
5	85	\$39.61	\$12.28	\$17.15	\$0.00	\$69.04

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.02	\$12.28	\$4.31	\$0.00	\$40.61
2	60	\$28.82	\$12.28	\$17.15	\$0.00	\$58.25
3	65	\$31.22	\$12.28	\$17.15	\$0.00	\$60.65
4	75	\$36.02	\$12.28	\$17.15	\$0.00	\$65.45
5	85	\$40.83	\$12.28	\$17.15	\$0.00	\$70.26

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2021	\$46.85	\$12.28	\$17.15	\$0.00	\$76.28
ROOFERS LOCAL 33	08/01/2021	\$48.28	\$12.28	\$17.15	\$0.00	\$77.71
	02/01/2022	\$49.71	\$12.28	\$17.15	\$0.00	\$79.14
For apprentice rates see "Apprentice- ROOFER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER	01/01/2021	\$37.24	\$10.64	\$17.33	\$1.96	\$67.17
<i>SHEETMETAL WORKERS LOCAL 63</i>	07/01/2021	\$38.29	\$10.64	\$17.33	\$1.99	\$68.25
	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$16.76	\$4.79	\$4.67	\$0.79	\$27.01
2	50	\$18.62	\$5.32	\$5.19	\$0.87	\$30.00
3	55	\$20.48	\$5.85	\$9.33	\$1.07	\$36.73
4	60	\$22.34	\$6.38	\$9.33	\$1.14	\$39.19
5	65	\$24.21	\$6.92	\$9.33	\$1.21	\$41.67
6	70	\$26.07	\$7.45	\$9.33	\$1.29	\$44.14
7	75	\$27.93	\$7.98	\$9.33	\$1.36	\$46.60
8	80	\$29.79	\$8.51	\$16.29	\$1.64	\$56.23
9	85	\$31.65	\$9.04	\$16.29	\$1.71	\$58.69
10	90	\$33.52	\$9.58	\$16.29	\$1.78	\$61.17

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
<i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
<i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
	08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER	03/01/2021	\$62.45	\$10.00	\$21.25	\$0.00	\$93.70
<i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>						

Classification

Effective Date

Base Wage

Health

Pension

**Supplemental
Unemployment**

Total Rate

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.86	\$10.00	\$11.99	\$0.00	\$43.85
2	40	\$24.98	\$10.00	\$12.70	\$0.00	\$47.68
3	45	\$28.10	\$10.00	\$13.41	\$0.00	\$51.51
4	50	\$31.23	\$10.00	\$14.13	\$0.00	\$55.36
5	55	\$34.35	\$10.00	\$14.84	\$0.00	\$59.19
6	60	\$37.47	\$10.00	\$15.55	\$0.00	\$63.02
7	65	\$40.59	\$10.00	\$16.26	\$0.00	\$66.85
8	70	\$43.72	\$10.00	\$16.98	\$0.00	\$70.70
9	75	\$46.84	\$10.00	\$17.69	\$0.00	\$74.53
10	80	\$49.96	\$10.00	\$18.40	\$0.00	\$78.36

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR

OPERATING ENGINEERS LOCAL 4

12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN

OPERATING ENGINEERS LOCAL 4

12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TERRAZZO FINISHERS

BRICKLAYERS LOCAL 3 - MARBLE & TILE

02/01/2021	\$54.69	\$11.39	\$22.09	\$0.00	\$88.17
08/01/2021	\$56.09	\$11.39	\$22.25	\$0.00	\$89.73
02/01/2022	\$56.68	\$11.39	\$22.25	\$0.00	\$90.32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.35	\$11.39	\$22.09	\$0.00	\$60.83
2	60	\$32.81	\$11.39	\$22.09	\$0.00	\$66.29
3	70	\$38.28	\$11.39	\$22.09	\$0.00	\$71.76
4	80	\$43.75	\$11.39	\$22.09	\$0.00	\$77.23
5	90	\$49.22	\$11.39	\$22.09	\$0.00	\$82.70

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.05	\$11.39	\$22.25	\$0.00	\$61.69
2	60	\$33.65	\$11.39	\$22.25	\$0.00	\$67.29
3	70	\$39.26	\$11.39	\$22.25	\$0.00	\$72.90
4	80	\$44.87	\$11.39	\$22.25	\$0.00	\$78.51
5	90	\$50.48	\$11.39	\$22.25	\$0.00	\$84.12

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$41.30	\$8.60	\$17.47	\$0.00	\$67.37
	06/01/2021	\$42.32	\$8.60	\$17.47	\$0.00	\$68.39
	12/01/2021	\$43.33	\$8.60	\$17.47	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$40.02	\$8.60	\$17.47	\$0.00	\$66.09
	06/01/2021	\$41.04	\$8.60	\$17.47	\$0.00	\$67.11
	12/01/2021	\$42.05	\$8.60	\$17.47	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2020	\$39.90	\$8.60	\$17.47	\$0.00	\$65.97
	06/01/2021	\$40.92	\$8.60	\$17.47	\$0.00	\$66.99
	12/01/2021	\$41.93	\$8.60	\$17.47	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2020	\$49.45	\$13.50	\$15.70	\$0.00	\$78.65
	06/01/2021	\$50.54	\$13.50	\$15.70	\$0.00	\$79.74
	12/01/2021	\$51.68	\$13.50	\$15.70	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	06/01/2021	\$36.82	\$12.91	\$14.82	\$0.00	\$64.55
	08/01/2021	\$36.82	\$13.41	\$14.82	\$0.00	\$65.05
	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2020	\$52.13	\$8.60	\$17.92	\$0.00	\$78.65
	06/01/2021	\$53.15	\$8.60	\$17.92	\$0.00	\$79.67
	12/01/2021	\$54.16	\$8.60	\$17.92	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2020	\$54.13	\$8.60	\$17.92	\$0.00	\$80.65
	06/01/2021	\$55.15	\$8.60	\$17.92	\$0.00	\$81.67
	12/01/2021	\$56.16	\$8.60	\$17.92	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2020	\$44.20	\$8.60	\$17.92	\$0.00	\$70.72
	06/01/2021	\$45.22	\$8.60	\$17.92	\$0.00	\$71.74
	12/01/2021	\$46.23	\$8.60	\$17.92	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2020	\$46.20	\$8.60	\$17.92	\$0.00	\$72.72
	06/01/2021	\$47.22	\$8.60	\$17.92	\$0.00	\$73.74
	12/01/2021	\$48.23	\$8.60	\$17.92	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
VOICE-DATA-VIDEO TECHNICIAN <i>ELECTRICIANS LOCAL 96</i>	09/06/2020	\$31.54	\$11.13	\$15.54	\$0.00	\$58.21
	09/05/2021	\$32.86	\$11.57	\$15.72	\$0.00	\$60.15
	09/04/2022	\$34.19	\$12.20	\$15.91	\$0.00	\$62.30

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - VOICE-DATA-VIDEO TECHNICIAN - Local 96

Effective Date - 09/06/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.77	\$11.13	\$3.94	\$0.00	\$30.84
2	55	\$17.35	\$11.13	\$3.99	\$0.00	\$32.47
3	60	\$18.92	\$11.13	\$15.16	\$0.00	\$45.21
4	65	\$20.50	\$11.13	\$15.21	\$0.00	\$46.84
5	70	\$22.08	\$11.13	\$15.25	\$0.00	\$48.46
6	75	\$23.66	\$11.13	\$15.30	\$0.00	\$50.09
7	80	\$25.23	\$11.13	\$15.35	\$0.00	\$51.71
8	85	\$26.81	\$11.13	\$15.39	\$0.00	\$53.33

Effective Date - 09/05/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.43	\$11.57	\$4.10	\$0.00	\$32.10
2	55	\$18.07	\$11.57	\$4.15	\$0.00	\$33.79
3	60	\$19.72	\$11.57	\$15.32	\$0.00	\$46.61
4	65	\$21.36	\$11.57	\$15.37	\$0.00	\$48.30
5	70	\$23.00	\$11.57	\$15.42	\$0.00	\$49.99
6	75	\$24.65	\$11.57	\$15.47	\$0.00	\$51.69
7	80	\$26.29	\$11.57	\$15.35	\$0.00	\$53.21
8	85	\$27.93	\$11.57	\$15.39	\$0.00	\$54.89

Notes:

Apprentice to Journeyworker Ratio:1:1

WAGON DRILL OPERATOR	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
LABORERS - ZONE 2	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
	06/01/2022	\$37.64	\$8.60	\$16.06	\$0.00	\$62.30
	12/01/2022	\$38.49	\$8.60	\$16.06	\$0.00	\$63.15
	06/01/2023	\$39.39	\$8.60	\$16.06	\$0.00	\$64.05
	12/01/2023	\$40.29	\$8.60	\$16.06	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	12/01/2020	\$34.91	\$8.60	\$16.06	\$0.00	\$59.57
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2021	\$35.83	\$8.60	\$16.06	\$0.00	\$60.49
	12/01/2021	\$36.74	\$8.60	\$16.06	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR	12/01/2020	\$49.98	\$13.50	\$15.70	\$0.00	\$79.18
OPERATING ENGINEERS LOCAL 4	06/01/2021	\$51.08	\$13.50	\$15.70	\$0.00	\$80.28
	12/01/2021	\$52.23	\$13.50	\$15.70	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WATER METER INSTALLER <i>PLUMBERS LOCAL 4</i>	03/01/2021	\$47.85	\$9.80	\$15.77	\$0.00	\$73.42
	09/01/2021	\$48.85	\$9.80	\$15.77	\$0.00	\$74.42
	03/01/2022	\$49.85	\$9.80	\$15.77	\$0.00	\$75.42
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$29.67	\$9.25	\$1.89	\$0.00	\$40.81
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$10.27	\$0.00	\$61.55
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$34.62	\$9.25	\$10.07	\$0.00	\$53.94
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$14.35	\$0.00	\$65.63
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$37.09	\$9.25	\$10.87	\$0.00	\$57.21
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$22.25	\$9.25	\$1.82	\$0.00	\$33.32
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$49.45	\$9.25	\$17.48	\$0.00	\$76.18

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 08/30/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.67	\$9.25	\$3.39	\$0.00	\$42.31
2	65	\$32.14	\$9.25	\$3.46	\$0.00	\$44.85
3	70	\$34.62	\$9.25	\$3.54	\$0.00	\$47.41
4	75	\$37.09	\$9.25	\$5.11	\$0.00	\$51.45
5	80	\$39.56	\$9.25	\$5.19	\$0.00	\$54.00
6	85	\$42.03	\$9.25	\$5.26	\$0.00	\$56.54
7	90	\$44.51	\$9.25	\$7.34	\$0.00	\$61.10

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

LOCATION AND SCOPE OF WORK

GREELEY STREET ROADWAY IMPROVEMENT PROJECT

1. DESCRIPTION OF THE PROJECT

The work for this project includes, but is not limited to, reclaiming, milling, grading, and/or relocating sections of the existing roadway, earth excavation, installation of drains, adjusting/ rebuilding drainage, installation of bituminous concrete pavement, granite curbing and edging, cape cod berm, handicap ramps, concrete sidewalk installation and replacement, landscaping, and other miscellaneous work.

2. LOCATION OF PROJECT

The work is to be performed in various areas in the Town of Clinton including, but not limited to, locations as shown in Subsection 3, Scope of Work.

3. SCOPE OF WORK

The work under this contract consists of furnishing all necessary labor, materials, equipment and services to complete roadway improvements as described herein under the GREELEY STREET ROADWAY IMPROVEMENT. The work includes but is not limited to, bituminous concrete leveling, patching and paving of roadways, driveway aprons and sidewalks, adjusting and/or rebuilding sewer and drainage structures, adjusting water and gas valve boxes, street sweeping, roadway reclamation, mill and overlay, excavation, backfill, grading, bituminous concrete berm, vertical granite curbing, concrete handicap ramps, placing new drainage structures, landscaping, and other related miscellaneous work in the Town of Clinton, and all incidental work necessary to complete the work as shown on the plans or described herein.

All work done under this contract shall be in conformance with the Commonwealth of Massachusetts Department of Public Works **STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED 2021**, 1992 AASHTO SPECIFICATIONS FOR HIGHWAYS AND BRIDGES WITH INTERIMS THROUGH 1994, MHD BRIDGE MANUAL PART I AND PART II, BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318-89) OR LATER, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES 2009 EDITION, THE DECEMBER 2016 MASSDOT CONSTRUCTION STANDARD DETAILS, THE AMERICAN WATER WORKS ASSOCIATION STANDARD FOR THE INSTALLATION OF DUCTILE-IRON WATER MAINS AND THEIR APPURTENANCES, THE 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, THE LATEST PUBLIC RIGHTS OF WAY GUIDELINES FOR PEDESTRIAN FACILITIES (PROWAG), the **PLANS** and these **SPECIAL PROVISIONS** and attached **CONSTRUCTION DETAILS**.

The following is the anticipated scope of work based on the construction shown on the attached map. The engineer has the authority to adjust these as they see fit;

- In pavement reclamation areas the base course shall be a minimum 12 inch depth in all areas upon completion of work. The binder course shall be a minimum of 2.5 inch depth and the top course shall be a minimum depth of 1.5 inches of hot mix asphalt.
- In overlay areas a leveling course may be installed prior to placement of 1.5 inches of top course.
- In cold plane and overlay areas, up to 1.5 inches of existing Hot Mix Asphalt will be removed by cold planing. A leveling course may be installed prior to placement of 1.5 inches of top.
- Tack coat will be used between all HMA layers.
- The limit of work will extend at least 20 feet into all side roads. The actual limits of work extending into side road will be marked out prior to beginning work.
- Patching may be necessary prior to paving roadways and will be determined and marked out by the engineer and paid for under the Unclassified Excavation item and HMA Patching item.

- The contractor will be responsible for removing all material from sewer and drainage structures at the project closeout at no expense to the town. The contractor will be paid to clean all structures at the beginning of work at unit pricing included in this contract.
- Street Sweeping shall be by mechanical street sweeper vehicle to clear the paved surface of all debris, to the extent as determined by the engineer.
- The contractor will provide all required work zone and detour signs and barricades.

PROPOSAL TO TOWN OF CLINTON, MASSACHUSETTS

GREELEY STREET ROADWAY IMPROVEMENT PROJECT

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. The undersigned further certifies that the only persons or parties interested in this proposal as principals are as stated, that he/she has carefully examined the Information for Bidders, Contract, Specifications, Contract Drawings, all as prepared by the office of the Town Engineer; that he/she has informed himself/herself fully in regard to all conditions pertaining to the work and the place where it is to be done, and from them the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

If written notice of the acceptance of this bid is mailed, or otherwise delivered to the undersigned within 30 days, excluding Saturdays, Sundays, and legal holidays, after the date of opening the bid, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of such notification, execute and deliver a Contract in the form attached thereto, together with a performance bond, and payment bond, each of a surety company qualified to do business under the laws of the State and furnished by a company satisfactory to the Town. The premiums for these bonds shall be paid by the General Contractor and shall be included in the Contract price. The Undersigned further agrees that the bid security accompanying this Proposal shall become the property of the Town, if the bidder fails to execute the Contract as stated above.

The undersigned hereby agrees to commence work under this Contract within 10 working days of the execution of the Contract. The bidder acknowledges receipt of the following addenda numbered:

In accordance with the above understanding, the undersigned proposes to do all of the work, furnish all of the materials, and complete the work in its entirety in the manner and under the conditions required at the prices listed as follows:

DOCUMENT 0500 - FORM FOR BID

From: _____
(Name of Bidder)

To: Town of Clinton (the "Town")

- A. The Undersigned proposes to furnish all labor and materials required for the installation of the Roadway, Sidewalk, Driveway Aprons, Crosswalk, Handicap Ramps, and Curbing and associated site improvements on the Greeley Street in Clinton, Massachusetts, in accordance with the accompanying plans and specifications for the contract unit prices specified below, subject to additions and deductions according to the terms of the specifications.**

Item No.	Estimated Quantity*	Brief description; Unit or lump sum bid price in both words and figures	Total Figure
103.	3 Each	TREE REMOVED – DIAMETER UNDER 24 INCHES, per Each _____dollars and _____cents (\$ _____)	\$ _____
104.	2 Each	TREE REMOVED – DIAMETER 24 INCHES AND OVER, per Each _____dollars and _____cents (\$ _____)	\$ _____
105	2 Each	STUMP REMOVED, per Each _____dollars and _____cents (\$ _____)	\$ _____
120.1	2,825 Cubic Yard	UNCLASSIFIED EXCAVATION, per Cubic Yard _____dollars and _____cents (\$ _____)	\$ _____
121.	50 Cubic Yard	CLASS A ROCK EXCAVATION, per Cubic Yard _____dollars and _____cents (\$ _____)	\$ _____
142.	200 Cubic Yard	CLASS B TRENCH EXCAVATION, per Cubic Yard _____dollars and _____cents (\$ _____)	\$ _____
146.	7 Each	DRAINAGE STRUCTURE REMOVED, per Each _____dollars and _____cents (\$ _____)	\$ _____
151.01.	500 Cubic Yard	GRAVEL BORROW – TYPE C, per Cubic Yard _____dollars and _____cents (\$ _____)	\$ _____

Item No.	Estimated Quantity*	Brief description; Unit or lump sum bid price in both words and figures	Total Figure
151.2.	100 Cubic Yard	GRAVEL BORROW FOR BACKFILLING STRUCTURES AND PIPES, per Cubic Yard _____dollars and_____cents (\$_____)	\$_____
151.22.	100 Cubic Yard	GRAVEL BORROW FOR SIDEWALK, per Cubic Yard _____dollars and_____cents (\$_____)	\$_____
152.	100 Cubic Yard	PROCESSED GRAVEL, per Cubic Yard _____dollars and_____cents (\$_____)	\$_____
170.	11,150 Square Yard	FINE GRADING AND COMPACTING, per Square Yard _____dollars and_____cents (\$_____)	\$_____
201.	7 Each	CATCH BASIN, per Each _____dollars and_____cents (\$_____)	\$_____
202.	1 Each	MANHOLE, per Each _____dollars and_____cents (\$_____)	\$_____
220.	30 Each	DRAINAGE STRUCTURE ADJUSTED, per Each _____dollars and_____cents (\$_____)	\$_____
220.2.	10 Linear Foot	DRAINAGE STRUCTURE REBUILT, per Linear Foot _____dollars and_____cents (\$_____)	\$_____
220.5	7 Each	DRAINAGE STRUCTURE REMODELED, per Each. _____dollars and_____cents (\$_____)	\$_____
220.7	15 Each	SANITARY STRUCTURE ADJUSTED, per Each _____dollars and_____cents (\$_____)	\$_____
222.3.	11 Each	FRAME AND COVER - SECURED, per Each _____dollars and_____cents (\$_____)	\$_____

Item No.	Estimated Quantity*	Brief description; Unit or lump sum bid price in both words and figures	Total Figure
223.2.	11 Each	FRAME AND GRATE (OR COVER) REMOVED AND DISCARDED, per Each _____dollars and_____cents (\$_____)	\$_____
224.12	4 Each	12 INCH HOOD, per Each _____dollars and_____cents (\$_____)	\$_____
224.18	4 Each	18 INCH HOOD, per Each _____dollars and_____cents (\$_____)	\$_____
243.12.	60 Linear Foot	12 INCH REINFORCED CONCRETE PIPE CLASS IV, per Linear Foot _____dollars and_____cents (\$_____)	\$_____
243.18	460 Linear Foot	18 INCH REINFORCED CONCRETE PIPE CLASS IV, per Linear Foot _____dollars and_____cents (\$_____)	\$_____
243.24	16 Linear Foot	24 INCH REINFORCED CONCRETE PIPE CLASS IV, per Linear Foot _____dollars and_____cents (\$_____)	\$_____
357.06	6 Each	6 INCH GATE BOX, per Each _____dollars and_____cents (\$_____)	\$_____
358.	25 Each	GATE BOX ADJUSTED, per Each _____dollars and_____cents (\$_____)	\$_____
381.3	6 Each	SERVICE BOX ADJUSTED, per Each _____dollars and_____cents (\$_____)	\$_____
403	6,800 Square Yard	RECLAIMED PAVEMENT FOR BASE COURSE AND/OR SUB- BASE, per Square Yard _____dollars and_____cents (\$_____)	\$_____
404.5	1,100 Cubic Yard	RECLAIMED PAVEMENT BORROW MATERIAL (ON SITE REUSE), per Cubic Yard _____dollars and_____cents (\$_____)	\$_____

Item No.	Estimated Quantity*	Brief description; Unit or lump sum bid price in both words and figures	Total Figure
415.2.	7,500 Square Yard	PAVEMENT FINE MILLING, per Square Yard _____dollars and_____cents (\$_____)	\$_____
440	2000 Pounds	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL, per Pound _____dollars and_____cents (\$_____)	\$_____
451.	100 Ton	HMA FOR PATCHING, per Ton _____dollars and_____cents (\$_____)	\$_____
452.	1,250 Gallon	ASPHALT EMULSION FOR TACK COAT, per Gallon _____dollars and_____cents (\$_____)	\$_____
453.	4,225 Linear Foot	HMA JOINT SEALANT, per Linear Foot _____dollars and_____cents (\$_____)	\$_____
460.22.	1,200 Ton	SUPERPAVE SURFACE COURSE – 9.5 (SSC – 9.5), per Ton _____dollars and_____cents (\$_____)	\$_____
460.32	950 Ton	SUPERPAVE INTERMEDIATE COURSE – 19.0 (SIC – 19.0), per Ton _____dollars and_____cents (\$_____)	\$_____
460.52.	230 Ton	SUPERPAVE LEVELING COURSE – 9.5 (SSC – 9.5), per Ton _____dollars and_____cents (\$_____)	\$_____
472.	40 Ton	HOT MIX ASPHALT FOR MISCELLANEOUS WORK, per Ton _____dollars and_____cents (\$_____)	\$_____
504.	1,650 Linear Foot	GRANITE CURB TYPE VA4 – STRAIGHT, per Linear Foot _____dollars and_____cents (\$_____)	\$_____
504.1.	600 Linear Foot	GRANITE CURB TYPE VA4 - CURVED, per Linear Foot _____dollars and_____cents (\$_____)	\$_____

Item No.	Estimated Quantity*	Brief description; Unit or lump sum bid price in both words and figures	Total Figure
509.	125 Linear Foot	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS AND DRIVEWAYS- STRAIGHT, per Linear Foot _____dollars and _____cents (\$_____)	\$ _____
509.1	300 Linear Foot	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - CURVED, per Linear Foot _____dollars and _____cents (\$_____)	\$ _____
514.	4 Each	GRANITE CURB INLET - STRAIGHT, per Each _____dollars and _____cents (\$_____)	\$ _____
570	3,200 Linear Foot	HOT MIX ASPHALT CURB, per Linear Foot _____dollars and _____cents (\$_____)	\$ _____
581.	21 Each	CURB INLET REMOVED AND RESET, per Each _____dollars and _____cents (\$_____)	\$ _____
594.	470 Linear Foot	CURB REMOVED AND DISCARDED, per Linear Foot _____dollars and _____cents (\$_____)	\$ _____
697.1.	34 Each	SILT SACK, per Each _____dollars and _____cents (\$_____)	\$ _____
701.	2,500 Square Yard	CEMENT CONCRETE SIDEWALK, per Square Yard _____dollars and _____cents (\$_____)	\$ _____
701.1.	1,050 Square Yard	CEMENT CONCRETE AT DRIVEWAYS, per Square Yard _____dollars and _____cents (\$_____)	\$ _____
701.2.	170 Square Yard	CEMENT CONCRETE WHEELCHAIR RAMP, per Square Yard _____dollars and _____cents (\$_____)	\$ _____
701.3.	24 Each	WHEELCHAIR RAMP DETECTABLE WARNING PANEL, per Each _____dollars and _____cents (\$_____)	\$ _____

Item No.	Estimated Quantity*	Brief description; Unit or lump sum bid price in both words and figures	Total Figure
702.	100 Ton	HOT MIX ASPHALT DRIVEWAY, per Ton _____dollars and_____cents (\$_____)	\$_____
748	1 Lump Sum	MOBILIZATION, per Lump Sum _____dollars and_____cents (\$_____)	\$_____
751.	470 Cubic Yard	LOAM BORROW, per Cubic Yard _____dollars and_____cents (\$_____)	\$_____
765.	3,300 Square Yard	SEEDING, per Square Yard _____dollars and_____cents (\$_____)	\$_____
864.02	100 Square Foot	PAVEMENT ARROW AND LEGENDS, per Square Foot _____dollars and_____cents (\$_____)	\$_____
866.106.	6,200 Linear Foot	6 INCH REFLECTORIZED WHITE LINE, per Linear Foot _____dollars and_____cents (\$_____)	\$_____
866.112.	1,100 Linear Foot	12 INCH REFLECTORIZED WHITE LINE, per Linear Foot _____dollars and_____cents (\$_____)	\$_____
867.106.	6,150 Linear Foot	6 INCH REFLECTORIZED YELLOW LINE, per Linear Foot _____dollars and_____cents (\$_____)	\$_____
874.	5 Each	STREET NAME SIGN, per Each _____dollars and_____cents (\$_____)	\$_____
874.1.	3 Each	STREET SIGN REMOVED AND RESET, per Each _____dollars and_____cents (\$_____)	\$_____
874.2.	3 Each	TRAFFIC SIGN REMOVED AND RESET, per Each _____dollars and_____cents (\$_____)	\$_____
877.3	5 Each	SIGN POST 2 INCH STEEL, per Each _____dollars and_____cents (\$_____)	\$_____

Item No.	Estimated Quantity*	Brief description; Unit or lump sum bid price in both words and figures	Total Figure
999.1		POLICE DETAIL, per Allowance <u>Thirty Five Thousand</u> dollars and <u>Zero</u> cents (\$ <u>35,000.00</u>)	\$ <u>35,000.00</u>
999.2	1 Lump Sum	TRAFFIC CONTROL, per Lump Sum _____ dollars and _____ cents (\$ _____)	\$ _____
999.3	1 Lump Sum	MISCELLANEOUS WORK, per Lump Sum _____ dollars and _____ cents (\$ _____)	\$ _____

*All quantities are approximate.

The proposed total contract price is _____
_____ dollars
(\$ _____).

B. This bid includes addenda numbered

SIGNATURE FORM – (BID CERTIFICATION)

If a Corporation:

Name of Contractor: _____

Signature of Bidder: _____
(Name) (Title)

Business Address: _____

Telephone Number: _____

Incorporated under the Laws of the State of: _____

President: _____
(Name) (Title)

Officers:

Secretary: _____
(Name) (Title)

Treasurer: _____
(Name) (Title)

Dated: _____

(Affix Corporation Seal Here)

If a Partnership, Individual, or Non - Incorporated Organization:

Name of Company: _____

Signature of Bidder: _____
(Name) (Title)

Name and Address of
Member of Company: _____

MASSACHUSETTS TAX/REVENUE FORM

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature of Individual* By: Corporate
Office or Corporate Name (Mandatory,
if Applicable)
(Mandatory)

Social Security # ** (Voluntary) or
Federal Identification Number

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Bidders who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. c. 62C s. 49

AGREEMENT AND ADDITIONAL CONTRACT DOCUMENTS

Document List

- Agreement
- Notice to Award and Notice to Proceed & Preconstruction Conference
- Notice of Award
- Notice to Proceed
- Exhibit A: Form of Performance Bond
- Exhibit B: Form of Payment Bond
- Exhibit C: Certificate of Insurance
- Exhibit D: Prevailing Wages to be Paid by the Contractor
- Exhibit E: Certification of a Drug-Free Workplace
- Exhibit F: Registration of a Foreign Corporation
- Exhibit G: Corporate Votes
- Exhibit H: Certificate by Corporation to Sign Documents

1.

AGREEMENT

This AGREEMENT made as of the _____ day of _____ in the year 20____ by and between _____ hereinafter called the Contractor, and the **Town of Clinton, Massachusetts**, hereinafter called the OWNER. OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows.

ARTICLE 1. WORK

1.1 The Contractor shall furnish all the materials and perform all of the work shown on the Contract Drawings, entitled "**Town of Clinton, Massachusetts, Greeley Street Roadway Improvement Project**" and as described in the specifications, as prepared by GCG Associates, Inc., and shall do everything required by the Contract Documents.

ARTICLE 2. ENGINEER

2.1 The project has been designed by GCG Associates, Inc., 84 Main Street, Wilmington, MA who will act as ENGINEER in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The work to be performed under this Contract shall be commenced on the date designated in the Notice to Proceed. All items of work shall be completed by November 15, 2021. Liquidated damages for breach of Contract, as set forth in the GENERAL CONDITIONS, are established at \$500.00 per calendar day.

3.2 CONTRACTOR agrees that the work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between CONTRACTOR and OWNER, that the Contract Time is reasonable for the completion of the work, taking into consideration the average climatic range and usual conditions prevailing in this locality.

ARTICLE 4. CONTRACT SUM

4.1 OWNER will pay CONTRACTOR for performance of the work in accordance with the Contract Documents in current funds at the lump sum and unit prices agreed upon in the CONTRACTOR'S Bid Form attached to this Agreement.

4.2 The OWNER shall pay the CONTRACTOR in current funds the performance of the Work, subject to additions and deductions by Change Order(s) the Contract Sum of \$_____, including chosen alternates.

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 CONTRACTOR shall submit Application for Payment in accordance with Article 14 of the General Conditions of the Contract. Applications for Payment will be processed by ENGINEER as provided in the General Conditions of the Contract.

ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as recommended by ENGINEER, monthly during construction as provided below. All progress payments will be on the basis of the progress of the work

measured by the schedule of values provided for in paragraph 14.1 of the General Conditions of the Contract.

6.2 OWNER will make progress and final payments as provided in Article 14 of the General Conditions of the Contract and in accordance with the application Massachusetts General Law.

ARTICLE 7. LIQUIDATED DAMAGES

7.1 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the work is not completed within the Contract Time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the work is not completed on time. Accordingly, instead of requiring any such proof OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) \$500.00 per day for each calendar day of delay until the work is completed.

7.2 Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is for reasons included in paragraph 12.2 of the General Conditions.

7.3 Provided, further, that CONTRACTOR shall furnish OWNER the required notification of such delays in accordance with paragraph 12.1 of the General Conditions.

ARTICLE 8. ASSURANCE

8.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and Federal, State, and Local Laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

8.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by the ENGINEER in the preparation of the drawings and specification and which have been identified in Article 4 of the Supplemental Conditions.

8.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in the above paragraph as he deems necessary for the performance of the work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by him for such purposes.

8.4 CONTRACTOR has correlated the results of all such observations, examinations, investigation, tests, reports and data with the terms and conditions of the Contract Documents.

8.5 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.6 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

ARTICLE 9. CONTRACT DOCUMENTS

The following, together with this Agreement form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein: the Advertisement, Bidding Documents, Contract

Forms, Conditions of the Contract, the Drawings as enumerated in the List of Contract Drawings; Addenda; Change Orders authorized by the Owner, and Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract, shall have the meanings designated in those Conditions.

9.1 The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- 9.1.1 Invitation to Bid.
- 9.1.2 Instructions to Bidders.
- 9.1.3 Bid Form and Bid Documents included in Section 0500
- 9.1.4 This Agreement and Contract Documents included in Section 0600
- 9.1.5 Construction Performance Bond, Construction Payment Bond, and other required Bonds.
- 9.1.6 Certificate of Insurance
- 9.1.7 Contract Conditions, Provisions and Additional Forms
- 9.1.8 Specifications (as listed in Table of Contents).
- 9.1.9 Drawings, numbered 1 through 8, inclusive and dated March 31, 2020, prepared by GCG Associates, Inc.
- 9.1.10 Addenda number _____ to _____, inclusive.
- 9.1.11 Any modifications, including Change Orders, duly delivered after execution of Agreement.
- 9.1.12 General and Supplemental Conditions, Additional Articles and permits

ARTICLE 10. MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions of the Contract shall have the meanings assigned in the General Conditions of the Contract.

10.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

10.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a modification.

ARTICLE 11. INDEMNIFICATION

11.1 The Contractor shall indemnify and save harmless the Town, the Town's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, his agents or employees, in the execution of the work or in guarding the same.

JURISDICTION: This Contract shall be interpreted by the laws of the Commonwealth of Massachusetts and any suit brought pursuant to this Contract shall be commenced only in the Trial Court for Worcester County, Massachusetts.

DISPUTE RESOLUTION: All disputes arising under this Agreement shall be resolved through Arbitration subject to the following:

- a. In the event the CONTRACTOR intends to bring a claim under this Agreement, the CONTRACTOR shall notify the TOWN in writing of its intent to Arbitrate. The TOWN may, within 30 days from receipt of such notice, give notice to the Contractor that it rejects arbitration. In the event the TOWN rejects arbitration, and the CONTRACTOR intends to pursue its claim, the CONTRACTOR shall bring suit in the Trial Court for Worcester County, Massachusetts.
- b. In the event the TOWN intends to bring a claim under this Agreement, the TOWN may elect to either arbitrate the claim or bring its claim directly in the Trial Court for Worcester County, Massachusetts.
- c. Unless otherwise agreed in writing by the parties, arbitration shall be governed by the rules of the American Arbitration Association."

ARTICLE 11 REAP CERTIFICATION

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Four copies each have been delivered to OWNER, and one copy each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement shall become effective on _____, _____

OWNER

CONTRACTOR

Town of Clinton

BY

BY

(CORPORATE SEAL)

(CORPORATE SEAL)

Town of Clinton

OWNER

CONTRACTOR

Attest

Attest

Address for giving notices

Town of Clinton

Address for giving notices

Town Hall

242 Church Street

Clinton, MA 01510

As required by Chapter 693 of the Acts of 1964 (M.G.L. Chapter 44, Section 31c,) this is to certify that the Town of Clinton, Massachusetts has an appropriation, which is adequate to cover the cost of this Contract

Date

Signed

Title

Approved as to form only:

Counsel

Date

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

2. Notice to Award and Notice to Proceed & Preconstruction Conference

A written Notice to Proceed shall be issued to the Contractor after receipt of the following: acceptance of the Notice of Award, the payment and performance bonds, proof of required insurances, and the completed contract documents. These items must be completed within five (5) days of the receipt of a Notice of Award from the Owner. No work shall be performed by the Contractor until he has received the Notice to Proceed.

Prior to the start of construction, the Contractor, all subcontractors, the project manager, and the owner shall attend a preconstruction conference. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed.

The Resident Inspector or the Clerk of the Works will furnish the date, time, and place of the preconstruction conference to the Contractor.

NOTICE OF AWARD

To: _____

PROJECT DESCRIPTION: _____ Greeley Street Roadway Improvement Project, Clinton, MA _____

The Owner has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of: _____
_____ which includes the total of base bid, Alternates # _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and Certificate of Insurance and all other forms included in the contract documents within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within five (5) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated: _____

OWNER _____ Town of Clinton _____

BY _____

TITLE _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

BY _____

Dated: _____

BY _____

TITLE _____

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: Greeley Street Roadway Improvement Project, Clinton, MA

You are hereby notified to commence WORK in accordance with the Agreement dated _____
on or before _____ and you are to complete the work within _____ consecutive
calendar days thereafter. The date of completion of all WORK is therefore _____.

OWNER: Town of Clinton

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

BY _____

Dated: _____

BY _____

TITLE _____

EXHIBITS ATTACHED TO THIS AGREEMENT:

- Exhibit A: Form of Performance Bond
- Exhibit B: Form of Payment Bond
- Exhibit C: Certificate of Insurance
- Exhibit D: Prevailing Wages to be paid by Contractor
- Exhibit E: Certification of a Drug-Free Workplace
- Exhibit F: Registration of a Foreign Corporation
- Exhibit G: Corporate Votes
- Exhibit H: Certificate by Corporation to Sign Documents

Exhibit A:

PERFORMANCE BOND

COMMONWEALTH OF MASSACHUSETTS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, TYPE NAME OF CONTRACTOR HERE as **Principal**,

And TYPE NAME OF SURETY HERE as **Surety**, are held and firmly bound unto

The TYPE CITY OR TOWN NAME HERE, as **Obligee**, in the sum of

TYPE CONTRACT AMOUNT IN WORDS HERE dollars \$
NNN,NNN,NNN.00

to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said **Principal** has made a contract with the **Obligee**, bearing the date of TYPE MONTH DAY, 200Y

for the construction of Type Project Description Here in Type City or Town Name Here,
Massachusetts

Project Title

NOW, the condition of this obligation is such that if the **Principal** and all Subcontractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the **Surety**, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations changes or additions to said contract that may hereafter be made, notice to the **Surety** of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

IN THE EVENT, that the contract is abandoned by the **Principal**, or in the event that the Obligee, under the provisions of Article 19 of the General Conditions of said contract terminates the employment of the **Principal** or the authority of the **Principal** to continue the work, said **Surety** hereby further agrees that said **Surety** shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

IN WITNESS WHEREOF, the **Principal** and **Surety** have hereunto set their hands and seals this:

NNth Day of Type Month of 200Y

PRINCIPAL TYPE CONTRACTORS'S NAME

SURETY

TYPE SURETY NAME HERE

By:

By:

Seal

Attorney-in Fact

Attest:

Attest

The rate for this bond is **NNN%** for the first \$ **NNN,NNN,NNN** and **NNN %** for the next \$**NNN,NNN,NNN.00**

The total premium for this bond is \$ **NNN,NNN,NNN.00**

Exhibit B:

PAYMENT BOND

COMMONWEALTH OF MASSACHUSETTS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, TYPE CONTRACTOR'S NAME HERE as **Principal**,
And TYPE SURETY NAME HERE as **Surety**, are held and firmly
bound unto

The TYPE NAME OF CITY OR TOWN HERE, as **Obligee**, in the sum of

TYPE CONTRACT AMOUNT IN WORDS HERE dollars \$
NNN,NNN,NNN.

to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our
respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the said **Principal** has made a contract with the **Obligee**, bearing the date of TYPE MONTH
DAY, 200Y

for the construction of TYPE PROJECT DESCRIPTION Here in TYPE CITY OR TOWN HERE,
Massachusetts

Project Title

NOW the conditions of this obligation are such that if the **Principal** and all subcontractors under said
contract shall pay for all labor performed or furnished and for all materials used or employed in said
contract and in any and all duly authorized modifications, alterations, extensions of time, changes or
additions to said contract that may hereafter be made, notice to the **Surety** of such modifications,
alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any
other purposes or items set out in, and to be subject to, provisions of M.G.L. c.30 §39A, and M.G.L.
c.149 §29, as amended, then this obligation shall become null and void; otherwise it shall remain in full
force and virtue.

IN WITNESS WHEREOF, the **Principal** and **Surety** have hereunto set their hands and seals this:

NN th Day of Type Month here 20YY

PRINCIPAL Type Contractor's Name Here

SURETY Type Surety Name Here

By:

By:

Seal

Attorney-in Fact

Attest:

Attest:

The rate for this bond is NNN% for the first \$NNN,NNN,NNN.00 and NNN% for the next \$NNN,NNN,NNN.00

The total premium for this bond is \$NNN,NNN,NNN.00

Exhibit C:

CERTIFICATE OF INSURANCE

To: _____

NOTE: THIS CERTIFICATE MUST BE FILLED OUT BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY ONLY.

This is to certify that (INSURED) _____

(ADDRESS) _____

by this certificate, insured by the Insurance Company listed below with respect to the types of insurance required between the Town of Clinton, Massachusetts, and the above named insured for work in

(LOCATION) _____

The Town of Clinton, Massachusetts and GCG Associates, Inc will be named additional insured on the Certificate of Insurance.

NAME & ADDRESS OF INSURANCE CO.	POLICY NO.	TYPE OF POLICY	LIMITS OF LIABILITY	INCLUSIVE DATES
		WORKER'S COMPENSATION		
		PUBLIC LIABILITY		
		PROPERTY DAMAGE LIABILITY		
		PROTECTIVE PUBLIC LIABILITY		
		PROTECTIVE PROPERTY DAMAGE LIABILITY		
		VEHICLE LIABILITY AND PROPERTY DAMAGE		

Before the above stated expiration date the Company will not cancel or reduce the Insurance afforded under the above numbered policies prior to 30 days after notice of such cancellation has been mailed to the Town of Clinton, Board of Selectmen, Clinton Town Hall, 242 Church Street, Clinton, MA 01510.

List Name, Address, and Title of person or persons in Massachusetts authorized to accept, service, or notice on behalf of above insurance company (ies).

Date

Authorized Signature of Insurance Company

Exhibit D:

PREVAILING WAGES TO BE PAID BY CONTRACTOR

The contractor hereby certifies that he/she will comply with the provisions of sections twenty-six to twenty-seven G, inclusive, of Chapter 149 of the Massachusetts General Laws, relating to veterans' and citizens' preference and payment of prevailing wages shall NOT apply to the manufacture of modular buildings procured pursuant to section 44E of said Chapter 149, but shall apply to all work ordinarily and customarily performed on modular buildings at building sites, including, but not limited to, construction of foundations, attachment to external utilities, and installation and assembly of modular units, including any assembly performed at any site in the Commonwealth other than the place of manufacture, and pay the State Wage Rates included in this contract. The contractor and all of their subcontractors are responsible for the prevailing wage rates.

Contractor:_____

By:_____

Signature of authorized representative

Title

Date

Exhibit E:

Certification of Drug-Free Workplace

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs and;
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will-
 - (a) Abide by the terms of the statement and;
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Town in writing, within ten calendar days after receiving notice under sub-paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Town has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted-
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or;
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Contractor: _____

Signature: _____

Date _____

Exhibit F:

REGISTRATION OF FOREIGN CORPORATION

The Contractor hereby certifies that it meets the registration requirements for foreign corporations, under M.G.L. c. 30, §39L, specifically Northern Ireland or other prohibited nations as detailed by M.G.L., as amended.

Contractor:_____

By:_____

Signature of authorized representative

Title

Date

Exhibit G:

CORPORATE VOTES

I, _____ hereby certify that I am the duly qualified and acting Secretary of _____ and further certify that a meeting of the Directors of Said company, duly called and held on _____ 20 __, at which all members were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower _____

Of this company, be and he hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of this company shall be valid and binding upon this company.

I further certify that the above vote is still in effect and has not changed or modified in any respect.

A true copy

ATTEST _____

Place of Business: _____

I hereby certify that I am the clerk of _____ and that _____ is the newly elected Vice President of said company, and that the above vote has not been amended or rescinded and remains in full force and as of this date Clerk of _____ (Corporate Seal)

Exhibit H:

CERTIFICATE BY CORPORATION TO SIGN CONTRACT

At a duly authorized meeting of the Board of Directors of the _____
_____ held on _____
(Name of Corporation) (Date)

At which all the Directors were present or waived notice, it was voted that,

(Name) (Officer)
of this company, be and he hereby is authorized to execute contracts and bonds in the name and
behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or
obligation in this company's name on its behalf by such _____
(Officer)

under seal of the company, shall be valid and binding upon this company,

A TRUE COPY,

ATTEST: _____
(Clerk)

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the _____
that _____ is the duly
elected _____ of said company, and the above vote has
not been amended or rescinded and remains in full force and effect as of the date of this Contract.

(Clerk) (Corporate Seal)

END OF SECTION

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the

terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws

and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or

- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
 - 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price.

Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or

based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

- b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
- 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
- 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 - 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 - 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

- d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall

immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners,

employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract)

evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design

services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation,

construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.

- b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding,

and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or

furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device

specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations

having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor,

Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 - 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 - 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
 - 1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 - 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 - 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on

all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of

such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
 - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and

qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable

conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever

tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 - 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of

regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

- E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord

with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a

bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or

- damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 - 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other

title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Application and Acceptance:*
1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended

by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due,

then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 0710

SUPPLEMENTAL CONDITIONS

Unless otherwise noted, all paragraphs are additive to similarly numbered paragraphs in SECTION 00700 – GENERAL CONDITIONS. These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2013, Rev1 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

PART I AMENDMENTS TO GENERAL CONDITIONS

Article No.

- | | |
|------|--|
| 1.0 | DEFINITIONS AND TERMINOLOGY |
| 2.0 | PRELIMINARY MATTERS |
| 3.0 | DOCUMENTS: INTENT, REQUIREMENTS AND REUSE |
| 4.0 | COMMENCEMENT AND PROGRESS OF WORK |
| 5.0 | AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS |
| 6.0 | BONDS AND INSURANCE |
| 7.0 | CONTRACTOR'S RESPONSIBILITIES |
| 8.0 | OTHER WORK AT THE SITE |
| 9.0 | OWNERS RESPONSIBILITIES |
| 10.0 | ENGINEER'S STATUS DURING CONSTRUCTION |
| 11.0 | AMENDING CONTRACT DOCUMENTS: CHANGES IN WORK |
| 12.0 | CLAIMS |
| 13.0 | COST OF WORK: ALLOWANCES: UNIT PRICE WORK |
| 14.0 | TEST AND INSPECTIONS |
| 15.0 | PAYMENTS TO CONTRACTOR |
| 16.0 | SUSPENSION OF WORK AND TERMINATION |
| 17.0 | ARBITRATION |
| 18.0 | MISCELLANEOUS |

PART II ADDITIONS TO GENERAL CONDITIONS

PART III STATE AND FEDERAL GOVERNMENT PROVISIONS

PART I AMENDMENTS TO GENERAL CONDITIONS

- | | |
|-----|---|
| 1.0 | DEFINITIONS AND TERMINOLOGY |
| A. | The following language shall be added at the beginning of the definition entitled "Contract Documents" in the General Conditions (1.01.A.13).

"The Invitation to Bid, Instructions to Bidders" |

B. 1.01.A.18, Add the words “or plans” after the word “drawings in the first line of the definition entitled “Drawings” in the General Conditions.

C. 1.01.A.38, Delete the definition of Specifications in the General Conditions in its entirety and add the following in its place:

“Sections included under Division 1 through Division 16 of the Contract Documents”

D. 1.01.A.40 The definition of Substantial Completion shall be deleted in the General Conditions in its entirety and add the following in its place:

Substantial completion shall mean either that the work required by the Contract has been completed except for work having a contract price of less than one percent of the then adjusted total contract price, or substantially all of the work has been completed and opened to Owner’s use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the Contract.

E. The following new definitions shall be added at the end of Article 1 of the General Conditions:

Conditions of the Contract–The combined General Conditions and Supplementary Conditions.

Engineer – GCG Associates, Inc., 84 Main Street, Wilmington, MA, 01887, said corporation to be considered an agent of the Owner.

Site – The specific area adjacent to and including the area upon which the construction work is performed.

2.0 PRELIMINARY MATTERS

A. Delete paragraph 2.01.B of the General Conditions in its entirety and insert the following in its place.

2.01. B. Before any work whatsoever is started, Contractor shall deliver to owner with a copy to Engineer, certificates of insurance (and other evidence requested by Owner) which Contractor is required to purchase and maintain in accordance with the requirements of Article 6.

B. Delete paragraph 2.03A in its entirety and insert in its place:

2.02. A: Contract time will commence on the date specified in the Notice to Proceed.

3.0 DOCUMENTS: INTENT, REQUIREMENTS AND REUSE

Four paragraphs shall be added immediately after paragraph 3.01.E of the General Conditions which is to read as follows:

3.01.F. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

3.01.G. Contract Documents shall forthwith be physically amended to make such insertion.

3.01.H. In case of any discrepancy between these Conditions of the Contract and any Federal Government provisions, the Federal Government provision shall prevail.

3.01.I. In case of any discrepancy between these between these Conditions of the Contract and any Commonwealth of Massachusetts provisions, the Commonwealth of Massachusetts provision shall prevail.

3.01.K In the event of conflicts, inconsistencies or discrepancies among the Contract Documents, to the extent applicable, the better quality or greater quantity of work shall be provided without change to the Contract Price. In the event of such conflicts, inconsistencies or discrepancies which do not relate to the quality or quantity of work, the Contractor shall request clarifications or interpretations from the Engineer as provided in Article 10.

5.0

AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

A new paragraph shall be added immediately after paragraph 5.01.C of the General Conditions which is to read as follows:

D. If all lands and rights-of-way are not obtained as herein contemplated before construction begins, the Contractor shall begin the work upon such land and rights-of-way as the Owner has previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for work, Contractor shall not be entitled to make or assert claim for the damage by reason of said delay, or to withdraw from the Agreement except by consent of the Owner. Time for completion of the work will be extended as provided in Article 11, to such time as the Owner determines will compensate for the time lost by such delay.

A new paragraph shall be added immediately after paragraph 5.03.B of the General Conditions which is to read as follows (if borings performed):

5.03.C. The Engineer has relied upon the data obtained from subsurface investigations made at the site in the form of test borings and probes. Such data is in the form of logs which are included in the Section 00220 and soil samples which may be examined at the Engineer's office during regular business hours. The locations of the test borings and probes are indicated on the Drawings. Such logs and samples are not part of the Contract Documents.

A new paragraph shall be added immediately after paragraph 5.05.E of the General Conditions which is to read as follows:

5.05.F. Information on Drawings and any statements of the Contract Documents referring to the conditions under which the work is to be performed or the existence of utilities or other underground structures are not guaranteed to be correct or to be complete representation of all existing data with reference to conditions affecting the work. Efforts have been made however, to make this information complete and accurate on the basis of all data and information which could be procured by

Engineer. If, in the opinion of Engineer, permanent relocation of a utility not otherwise provided for, is required, he shall direct the Contractor, in writing, to perform the work. Work, so directed, will be paid as provided in Article 11 of the General Conditions.

5.04.G. Adjustments resulting from subsurface or latent physical conditions will be in accordance with Massachusetts General Law, Chapter 30, Section 39N.

6.0

**BONDS AND INSURANCE
CONTRACTOR'S (AND SUBCONTRACTOR'S) PUBLIC LIABILITY,
PROPERTY DAMAGE AND VEHICLE LIABILITY INSURANCE**

The following shall be added to 6.0.

- A. The liability limits for the insurance required by paragraph 6.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

The Contractor shall purchase and maintain such insurance as will protect him for claims set forth herein which may arise out of or result from the Contractor's operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them are liable.

1. Claims under workman's compensation, disability benefit and other similar employee benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

- B. The required insurance shall be written for not less than the following limits of liability, or as required by law, whichever is greater.

The work shall be entirely at the contractor's risk until the same is fully completed and accepted, and he will be held liable to the amount of the City's interest in the same as shown by payments account.

The contractor shall, during the progress of the work, maintain insurance on all work included in the contract until the final or conditional acceptance of the work. **The City shall be named as an additional insured on all insurance.** Failure to provide and continue in force such insurance as specified shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

A contractor shall not commence work under any contract until he has obtained all insurance required, nor shall the contractor allow any subcontractor to commence work on a sub-contract until all similar insurance required has been obtained.

1. Workmen's Compensation Insurance

The contractor will maintain, during the life of the contract, the statutory Worker's Compensation and Employer's Liability for all employees to be engaged in work on the project under the contract and in case any such work is sublet. The contract shall require the sub-contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all employees engaged in the project.

2. Automobile Bodily Injury and Property Damage

There shall be provided insurance for not less than \$1,000,000 for injuries, including wrongful death, to any one person, \$3,000,000 aggregate. Any one accident shall be covered to a limit of \$1,000,000 bodily injury each occurrence, \$3,000,000 aggregate. There shall be property damage insurance provided to the amount of \$1,000,000 on account of any one accident and included owned, hired and non-owned automobiles.

3. Comprehensive General Liability

The contractor shall purchase and maintain such insurance as required to protect the owner's interest for the duration of the contract and until acceptance of the work.

Comprehensive General Liability Coverage covering bodily injury and property damage with limits of \$1,000,000 each occurrence, \$3,000,000 aggregate, shall include coverage for premises, operations XCU included, products completed operations, contractual insurance, brand form property damage, independent contractor's personal injury coverages.

4. Property Coverage

For materials and supplies being transported by the contractor.

5. Umbrella Liability

\$3,000,000/occurrence, \$3,000,000 aggregate.

C. The Contractor shall procure and maintain Owner's Protective Liability Insurance as herein specified.

6. In addition to the Owner the Engineer shall be named as an insuree under the Owner's Protective Liability Insurance.

7. Said policy shall provide that the coverage afforded thereby, shall be primary coverage to the full limit of liability state in the declarations, and if said Owner and its officers, agents and employees or the Engineer have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only.

8. The original and one certified copy of the policy specified shall be forwarded to the Engineer for the Owner prior to commencement of any work.

9. The limits of Owner's Protective Liability Insurance shall be not less than One Million Dollars (\$1,000,000) on account of any one accident and Three Million Dollars (\$3,000,000) on account of all accidents.
- D. The Contractor shall procure and maintain "All Risk" Builder's Risk Insurance covering loss by fire and extended coverage in the completed value form in the amount of the total insurable value of all structures, materials and equipment to be built and installed.
- E. The Contractor's and Subcontractor's insurance shall provide adequate protection against the following special hazards:
1. Blasting or explosion
 2. Collapse of trench walls and underground damage
 3. Use of all equipment and tools
- F. The Contractor shall not commence work under this Contract until he has obtained all insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all insurance required of subcontractor has been so obtained and approved. Approval of insurance required under this article shall be kept in force during the life of the Contract.
1. Certificates in triplicate of all General Contractor's policies specified shall be filed with the Engineer for the Owner. Any certificates filed with the Engineer which shall be found to be incomplete or not according to form will be returned as unsatisfactory. Rejected certificates of insurance and copies of policies shall be corrected as necessary and resubmitted until approved.
- G. Each and every policy shall contain an endorsement stating that the Insurance Company will to, prior to completion of project or any policy expiration date shown on policy and certificate, whichever occurs first, terminate policy or change any coverage therein without first mailing by registered mail, written notice of such action at least fifteen (15) days prior to termination or change, to Owner at whose request policy and certificates are issued.
- H. Delete paragraph 6.05 of the General Conditions in its entirety.
- I. Delete paragraph 6.06 of the General Conditions in its entirety.
- J. Delete paragraph 6.07 of the General Conditions in its entirety.
- K. The following new paragraphs shall be added immediately after paragraph 6.07 of the General Conditions which is to read as follows:
- 6.08. The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the general conditions in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance. The umbrella liability insurance shall have a combined single limit of not less than \$3,000,000. Such insurance shall contain a provision that the coverage afforded will not be cancelled or materially changed until at least thirty days prior written notice has been given to Owner.

6.09. If the aggregate limits of liability indicated in the Contractor's insurance provided in accordance with above limits is not sufficient to cover all claims for damages arising from his operations under this contract and from any other work performed by him or if policies of insurance do not provide that the aggregate limits of liability for bodily injury and property damage apply to each contract or project separately, Contractor shall have such policies amended so that the aggregate limits of liability required by this Contract will be available to cover all claims for damages due to operations under this Contract.

L. PROOF OF CARRIAGE OF INSURANCE

Policies shall contain a clause automatically extending date of expiration to coincide with any extended date of completion granted under the Contract.

M. OWNER'S PROTECTIVE LIABILITY INSURANCE

The Engineer shall be named as an insuree under the Owner's Protective Liability Insurance.

Said policy shall provide that the coverage afforded thereby shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declarations, and if said Owner and its officers, agents and employees or the Engineer have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only.

7.0 CONTRACTOR'S RESPONSIBILITIES

A. The following new paragraphs shall be inserted immediately after paragraph 7.03.C of the General Conditions.

D. This Agreement is subject to the applicable provisions of the Contract Work Hours and Safety Standards Act, Public Law 87-581, 87th Congress. No Contractor or subcontractor contracting for any part of the work shall require or permit any laborer or mechanic to be employed on the work in excess of eight hours in any calendar day or in excess of forty hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, as the case may be.

E. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by the Owner's governing body or other duly designated official.

F. The Contractor shall employ only competent men to do the work and whenever the Owner shall notify Contractor, in writing, that any man on the work appears to be incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such man shall be removed from the project and shall not again be employed on it except with the consent of the Owner.

G. The Contractor and all subcontractors shall, insofar as practicable, give preference in the hiring of workers for the project to qualified local residents with first preference being given to citizens of the United States who have served in the armed forces of the United States and have been honorably discharged therefrom or released from active duty therein.

H. The Contractor and all subcontractors shall pay to all laborers and mechanics employed for the construction covered by this contract the minimum rates of pay as determined by the Secretary of Labor in accordance with the Act of March 3, 1931, as amended, known as the Davis-Bacon Act (40 U.S.C. 276a through 276a-7). Furthermore, the Contractor and subcontractors shall adhere to the stipulations and provisions published by the Secretary of Health, Education, and Welfare in "Labor Standards (Federal Water Pollution Control Act)". The Wage Rate Schedule as prepared by the Secretary of Labor and the "Labor Standards" are part of this Contract and are included in Part II of these Supplementary Conditions.

I. The Contractor and all subcontractors shall comply with the Regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of June 30, 1940 (40 U.S.C. 276c) and all amendments or modifications thereto. The Contractor and all subcontractors shall furnish the Owner with weekly Statements of Compliance. In case of subcontracts, the Contractor shall cause appropriate provision to be inserted in all subcontracts for the work which he may let to insure compliance with said Anti-Kickback Act by all subcontractors subject thereto, and Contractor shall be responsible for the submission of all Statements of Compliance required by subcontractors by said Anti-Kickback Act except as the Secretary of Labor may specifically provide for reasonable limitations, variations, and exemptions from the requirements thereof. These Regulations are part of this Contract and are included in Part II of these Supplemental Conditions.

- B. Paragraph 7.06.A of the General Conditions shall be deleted in its entirety and insert the following in its place:

7.06.A The Contractor shall not employ any subcontractor, supplier or other person or organization, (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Acceptance of any subcontractor, other person or organization by the Owner shall not constitute a waiver of any right of Owner to reject defective work. The Contractor shall not be required to employ any subcontractor, other person or organization against whom the Contractor has reasonable objection.

- C. The following language shall be added at the end of paragraph 7.09 of the General Conditions:

7.09.B. Except as required otherwise by Massachusetts General Law Chapter 149, Section 44F.

The materials and supplies to be used in the work of this contract are exempt from the Sales and Use Tax of the Commonwealth of Massachusetts. The Contractor shall obtain the proper certificates, maintain the necessary records and otherwise comply with the requirements of Chapter 14 of the Acts of 1966 and any amendments thereto.

- F. The following language shall be added at the end of paragraph 7.12.G of the General Conditions:

7.12.H. In the event of temporary suspension of the work, or during inclement weather, or whenever the Engineer may direct; the Contractor shall, and shall cause Subcontractors, to protect carefully the work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any portion of work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any subcontractors to so protect the work, such work and materials shall be removed and replaced at the expense of the Contractor.

- J. A new paragraph shall be added immediately after paragraph 7.19.E of the General Conditions which is to read as follow:

7.19.F The Contractor shall comply with all applicable provisions of Chapter 30, Section 39R of the Massachusetts General Laws regarding Contractor's records. This requirement primarily provides for the Contractor to maintain for at least six years after final payment books, records, and accounts in reasonable detail, available for examination. This requirement further provides for the Contractor to document and submit descriptions and reasons for any changes in record keeping methods, and to prepare and submit annual financial statements.

10.0 ENGINEER'S STATUS DURING CONSTRUCTION

A new paragraph shall be added immediately after paragraph 10.09 of the General Conditions which is to read as follows:

10.10 The Engineer's interpretations will be made in accordance with Massachusetts General Law Chapter 30, Section 39P which is included in Part II of the ADDITIONAL ARTICLES.

15.0 PAYMENTS TO CONTRACTORS AND COMPLETION

A new Paragraph 14.10 of the General Conditions shall be added after 15.08.

15.09 Progress Payments will be made in accordance with Massachusetts General Law, Chapter 30, Section 39G. Retainage shall be 5%, in accordance with M.G.L., Chapter 30, Section 39G.

15.10. If, after 60 days following submission of a monthly payment estimate for pipe and fitting items, the pipe and fittings for which payment is requested has not been successfully tested, the Owner may withhold up to 10% of the amount requested for such pipe and fitting items until the pipe has been so tested, however, in the case of a major (pipe diameter 24 inches or greater) pipe and fitting installation, sums retained by the Owner pursuant to this paragraph shall not exceed two percent (2%) of the costs of such pipe items. This retainage shall be in addition to any other retainage required by this Contract.

The Contractor shall make payments to subcontractors in accordance with Massachusetts General Law, Chapter 30, Section 39F which is included in ADDITIONAL ARTICLES.

15.11. If, on the basis of the Engineer's observation of the work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation – all as required by the Contract Documents, Engineer is satisfied that the work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer will indicate in writing his recommendation of payment and present the Application to the Owner for payment. Thereupon the Engineer will give written notice to the Owner and the Contractor that the work is acceptable subject to the provisions of paragraph 14.16. Otherwise, the Engineer will return the Application to the Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application. If the Applications and accompanying documentation are appropriate as to form and

substance, Owner shall in accordance with the applicable Massachusetts General Law, pay Contractor the amount recommended by Engineer.

15.12. Final payment will be reduced by excessive costs of plant inspection of pipe; the Contractor shall have no claim thereto. Excessive inspection costs are defined as the costs of inspection of that amount of pipe which exceeds 125 percent of the aggregate length of each type installed.

16.0 SUSPENSION OF WORK AND TERMINATION

Paragraph 16.01 of the General Conditions shall be deleted in its entirety and insert the following in its place:

16.01. The Owner may order, at any time and without cause, suspension of the work in accordance with Massachusetts General Law, Chapter 30, Section 39O.

17.0 DISPUTE AND RESOLUTION

Article 17 of the General Conditions shall be deleted in its entirety.

18.0 MISCELLANEOUS

A new paragraph shall be added immediately after paragraph 18.08 of the General Conditions which is to read as follows:

18.09. Both the address given in the Bid Form upon which this Agreement is founded, and the Contractor's office at or near the site of the work are hereby designated as places to either of which notices, letters, and other communications to the Contractor shall be certified, mailed, or delivered. The delivering at the above named place, or depositing in a postpaid wrapper directed to the first-named place, in any post office box regularly maintained by the post office department, if any notice, letter or other communication to the Contractor shall be deemed sufficient service thereof upon the Contractor: and the date of said service shall be the date of such delivery or mailing. The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Owner and shall be deemed to preclude or render inoperative the service of any notice, letter, or other communications upon the Contractor personally.

WAGE RATES

The following 4 new paragraphs shall be added immediately after paragraph 18.09 of the General Conditions:

118.10. The requirements and provisions of all applicable laws and any amendments thereof or additions thereto as to the employment of labor, and to the schedule of minimum wage rates established in compliance with laws shall be part of these Contract Documents. Copies of the wage schedule are included in Section 00820. If, after the Notice of Award, it becomes necessary to employ any person in a trade or occupation not classified in the wage determinations, such approved minimum rate shall be paid at not less than such rates as shall be determined by the officials administering the laws mentioned above. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the Owner of his intention to employ persons in trades or occupations not classified in sufficient time for Owner to obtain approved rates for such trades or occupations.

A. The schedules of wages referred to above are minimum rates only, and the Owner will not consider any claims for additional compensations made by the Contractor of any wage rate in excess of the applicable rate contained in these Contract Documents. All disputes in regard to the payment of wages in excess of these specified in the schedules shall be adjusted by Contractor.

B. The said schedules of wages shall continue to be the minimum rates to be paid during the life of this Agreement and a legible copy of said schedules shall be kept posted in a conspicuous place at the site of the work. Minimum Wage Rates as determined by the Commissioner of the Department of Labor and Industries, apply to this project. It is the responsibility of the Contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who are not covered by this schedule of wage rates, but who may be employed for the proposed work under this Contract.

C. State schedules of minimum wage rates are included in Section 300. Where rates differ, the higher rates shall apply as a minimum for that trade.

PART 2 ADDITIONS TO GENERAL CONDITIONS

None this Contract

PART 3 STATE AND FEDERAL GOVERNMENT PROVISIONS

1.0. COMMONWEALTH OF MASSACHUSETTS AND FEDERAL PROVISIONS

1.1. The Owner and Contractor agree that the following Commonwealth of Massachusetts and Federal Provisions apply to the Work to be performed under this Contract and that these provisions of this Contract and that these provisions supersede any conflicting provisions of this Contract.

1.2. Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.

1.3. Massachusetts General Laws

1.3.1. Chapter 30, Section 39F

1.3.2. Chapter 30, Section 39G

1.3.3. Chapter 30, Section 39M

1.3.4. Chapter 30, Section 39N

1.3.5. Chapter 30, Section 39O

1.3.6. Chapter 30, Section 39P

1.3.7. Chapter 30, Section 39R

1.3.8. Acts of 1983 Chapter 353

1.4. State Wage Rates

1.5. Federal Wage Rates

END OF SECTION

SPECIAL PROVISIONS

DIVISION I GENERAL REQUIREMENTS AND COVENANTS

SECTION 2.00 PROPOSAL REQUIREMENTS AND CONDITIONS

Delete all references to www.bidx.com and www.commbuys.com throughout this section.

SUBSECTION 2.02 INTERPRETATION OF BASIC ESTIMATE OF QUANTITIES

Add the following at the end of this subsection:

Certain items in the Bid cover classes of work of uncertain necessity or work for which it is impractical to estimate approximate quantities. Such items have been marked “indeterminate”.

SUBSECTION 2.03 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK

Add the following at the end of this subsection:

The plans for this contract, when applicable, have been prepared in part from field survey, utility company plans and other available sources. The accuracy and/or precision of this information are not guaranteed to be correct. Accordingly, it is the responsibility of the Contractor to verify all measurements and features of the project area by his own investigation and research.

SUBSECTION 2.04 PREPARATION OF PROPOSALS

Replace this subsection with the following:

All bidders shall submit a Sealed Envelope Containing Bids, Bid Forms, Bid Bond, Addendum Acknowledgement, and affidavit acknowledgement to:

Board of Selectman's Office
Town Hall
242 Church Street
Clinton MA 01510

Before the bid opening date (11:00am April 15, 2021)

SUBSECTION 2.05 DELIVERY OF BIDS

Replace this subsection with the following:

The Bidder shall submit to the location specified in the “Notice to Bidders” prior to the time set for opening of the bid his Bid properly sealed, delivered or mailed in accordance with the instructions printed thereon.

SUBSECTION 2.06 BID GUARANTY REQUIRED

Replace the last two paragraphs of this subsection with the following:

Each bid must be accompanied by a bid deposit in the form of cash, certified check, treasurer's or cashier's check, or a bid bond issued by a responsible bank or trust company and payable to the order of the Town of Clinton, MA. The check or Bid Bond shall be in the amount of five (5%) percent of the Bid and shall be enclosed in a sealed envelope separate from the envelope containing the Bid.

SUBSECTION 2.07 WITHDRAWAL OF BIDS

Replace this subsection with the following:

Except as hereinafter in this subsection otherwise provided, once a Bid is submitted and received by the Owner for consideration and comparison with other bids similarly submitted, the Bidder agrees that he may not and will not withdraw it within 30 consecutive calendar days after the actual date of the opening of bids.

Upon proper written request and identification, Bids may be withdrawn as follows:

1. At any time prior to the designated time for the opening of bids.
2. Death or serious injury of a principal.
3. With the approval of the Town.
4. At any time after the expiration of the period during which withdrawal is prohibited provided the bid has not been accepted by the Town.

Unless a Bid is withdrawn as provided above, the Bidder agrees that it shall be deemed open for acceptance until the Contract has been executed by both parties thereto or until the Owner notifies a Bidder in writing that his Bid is rejected or that the Owner does not intend to accept it, or returns his Bid deposit. Notice of acceptance of a Bid shall not constitute rejection of any other Bid.

SUBSECTION 2.08 PUBLIC OPENING OF PROPOSALS

Replace this subsection with the following:

The total price of each compliant proposal submitted by the deadline indicated in the Notice to Contractors, will be posted on <http://gcgassociates.net/bids> forthwith after the bid submission deadline.

SUBSECTION 2.09 REJECTION OF BIDS

Replace the first paragraph of this subsection with the following:

The Owner may reject Bids which fail to meet the requirements of Subsection 2.04, 2.05 and 2.06 or which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, or in which errors occur, or which contain abnormally high or abnormally low prices for any class or item of work.

SECTION 3.00 AWARD AND EXECUTION OF THE CONTRACT

SUBSECTION 3.03 RETENTION OF PROPOSAL GUARANTY

Replace this subsection with the following:

Each bid check or bid bond amount may be retained by the Owner as security for the fulfillment of the Bidder's agreements as specified in subsection 2.06 and as set forth in the Bid. Should the Bidder fail to fulfill such agreements, his bid check shall become the property of the Owner or if a bid bond was furnished, the bid bond shall become payable to the Owner as liquidated damages; otherwise, the bid check shall be returned to the bidder as hereinafter provided, or if the security is a bid bond, the bid bond shall be declared null and void.

Bid checks will be returned to all except the three lowest bidders within five days, Sundays and legal holidays excluded, after the opening of Bids and to the three lowest bidders within five days, Sundays and legal holidays excluded, after the owner and accepted Bidder have executed the Contract agreement. In the event that the Contract agreement has not been executed by both the Owner and the accepted Bidder within 30 consecutive days after the opening of Bids, the bid check will be returned promptly upon demand of any Bidder who has not been notified of the acceptance his Bid.

Bid checks accompanying Bids which are rejected will be returned within five days, Sundays and legal holidays excluded, after rejection.

None of the three lowest Bids shall be deemed rejected, notwithstanding acceptance of any Bid, until the Contract an agreement has been executed by both the Owner and the accepted Bidder.

SUBSECTION 3.05 EXECUTION OF CONTRACT

Replace the number 3 with the words "5 working".

SECTION 4.00 SCOPE OF WORK

SUBSECTION 4.02 ALTERATIONS

Add the following at the end of this subsection:

Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change and no claim for additional compensation shall be valid unless the change is so ordered.

SUBSECTION 4.10 FINAL CLEANING UP

Replace this entire subsection with the following:

4.10 CLEANING UP

The Contractor shall at all times and at his own expense keep the site of the work free from rubbish and debris caused by his operations under the Contract.

Upon completion of the work and before acceptance and final payment, the Contractor shall remove and dispose of in an approved manner, at his own expense, from the right-of-way, construction site and adjoining property, all temporary structures and all surplus materials and rubbish which the Contractor may have accumulated during the prosecution of the work, and shall leave the areas in a neat and orderly condition.

No equipment or material shall be left within any of the aforementioned areas after acceptance of the Contract without the written permission of the Engineer. The Contractor shall not abandon any material at or near the site regardless of whether or not it has any value.

Add the following new subsection:

4.11 UTILITY MAINTENANCE

It shall be the Contractor's responsibility to maintain the drainage system in the areas under construction until such time the final system is put into use. Pipes and structures requiring cleaning as a result of sediment accumulation from construction operations shall be cleaned without additional compensation.

SECTION 5.00 CONTROL OF WORK

SUBSECTION 5.01 AUTHORITY OF THE ENGINEER

Add the following at the end of this subsection:

The Engineer shall be the owner's representative during the life of the Contract and he shall observe the Work in progress on behalf of the Owner.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined or decided by the Engineer and shall comply promptly with such directions, instructions, determinations or decisions. If the Contractor has any objection thereto he may, within 10 days of having received any such direction, instruction, determination or decision, require that any such direction, instruction, determination or decision be put in writing and within 10 days after receipt of any such writing he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefor, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the owner. Unless the Contractor requires that any such direction, instruction, determination or decision be put in writing within 10 days of having received such direction, instruction, determination or decision and unless the Contractor files such written protest with the owner and Engineer within such 10 day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instruction, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

SUBSECTION 5.05 COOPERATION BY CONTRACTOR

Add the following at the end of the second paragraph of this subsection:

He/She shall have full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the work without the prior written consent of the Engineer.

If, in the opinion of the Engineer, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the Engineer; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for the work.

SUBSECTION 5.07 CONSTRUCTION (STAKES) STAKINGS

Replace this entire subsection with the following:

The Town will furnish general benchmark control for the project.

The Contractor, at his/her own expense, will furnish the following survey work:

- A. Establishment of base lines or centerlines of construction for main roadways, ramp service roads, side streets and other major dry land items. Reproduction of base lines and centerlines, or lines offset to them when roadway cuts and fills have been completed. Levels may be taken on the points marking these lines.
- B. Original grade stakes at 50' intervals giving finished grades as per plan.
- C. Preliminary and final surveys of pits (if borrow is paid by pit measure) and dredging areas, semifinal cross sections on ledge, peat, loam, etc.
- D. Control for structures, which shall consist of range lines on centerline of bearings or centerline of piers, face of abutments and wingwalls, horizontal and vertical control for beam seats, along with benchmarks close to structures for vertical control. Structures shall include but shall not be limited to bridges, culverts, dams, buildings and walls.
- E. Control for alignment of curbing or edging on ramps and at other complicated locations.
- F. Bound points and sideline stakes.
- G. All necessary stakes for pipes and walls, and establish all catch basin and manhole locations as to line and grade.

The Contractor shall employ qualified engineering personnel to insure adequate control and shall furnish and set stakes of the quality used by the Department for control staking. Rough stakes may be used to denote top and bottom of slopes, edge of pavement, gutter lines, etc.

The Contractor shall furnish and set, at his/her own expense, all stakes (such as batter boards, slope stakes, pins, offset stakes, etc.) required for the construction operations and he shall be solely responsible for the accuracy of the line and grade of all features of his/her work.

The Contractor shall be held responsible for the preservation of all stakes and marks. If any of such stakes or marks are disturbed or destroyed the cost of replacing them shall be at the contractor's expense.

SUBSECTION 5.09 INSPECTION OF THE WORK

Add the following at the end of the first paragraph of this subsection:

The Contractor shall at all times provide safe and proper facilities therefor.

SECTION 6.00 CONTROL OF MATERIALS

SUBSECTION 6.03 DELIVERY AND STORAGE OF MATERIALS

Add the following at the end of this subsection:

THE DEPARTMENT WILL NOT ACCEPT ANY MATERIALS DELIVERED TO ANY PROJECT IN MOTOR VEHICLES OR SEMI-TRAILER UNITS THAT EXCEED THE LEGAL MAXIMUM

GROSS WEIGHT ALLOWED FOR THE PARTICULAR CLASS, AS SPECIFIED IN SECTION 19A OF CHAPTER 90 OF THE GENERAL LAWS OF MASSACHUSETTS.

**SECTION 7.00
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

SUBSECTION 7.01 LAWS TO BE OBSERVED, PART A. GENERAL

Add the following at the end of this subsection:

The Contractor shall protect, indemnify and save harmless the Owner, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgements, penalties, losses, damages, costs and expenses, including attorney's fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or Subcontractors.

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall be forthwith be physically amended to make such insertion.

SUBSECTION 7.05 INSURANCE REQUIREMENTS

Add the following at the end of this subsection: See section 0600

SUBSECTION 7.09 PUBLIC SAFETY AND CONVENIENCE

Add the following at the end of this subsection:

During construction, the Contractor shall maintain at least one 12-foot travel lane during the day and shall open the road up to two-way traffic at night. It is the Contractor's responsibility to obtain approval for any lane closings, delays or detours at least 24 hours in advance by the Town of Clinton Engineering Division. Additionally, sidewalks must be left open at all times or proper accessible pedestrian detour put in place prior to closure.

The Contractor shall remove at their own expense any and all equipment from roadways as directed by the Engineer and/or the Safety Officer at the conclusion of the working day.

The Contractor shall maintain access to all drives at all times. If access to any drives cannot be maintained, the Contractor shall notify the Engineer and persons affected, in writing, at least one week in advance of the planned discontinuance. In any case, the access shall not be discontinued for more than two consecutive days without obtaining the written authorization of the Engineer.

Construction shall be carried out in the sequence as directed by the Engineer.

The surface course shall be applied after all other construction is complete.

SUBSECTION 7.11 TRAFFIC OFFICERS AND RAILROAD FLAGGING SERVICE

Replace the first three paragraphs of this subsection with the following:

Traffic Police Details shall be provided for as stipulated in Section 850 of the Special Provisions for the Contract.

SUBSECTION 7.13 PROTECTION AND RESTORATION OF PROPERTY

Add the following at the end of this subsection:

A. Protection of Utilities and Property

The Contractor shall be responsible for locating, maintaining and protecting all existing utilities. Pipes or other structures damaged by the Contractor may be repaired by the Town, Department, or utility company that suffers the loss. The cost of such repairs shall be at the expense of the Contractor. Should any damage to a utility caused by the Contractor result in an emergency, the Contractor shall promptly warn the Owner and, if requested, furnish laborers to work temporarily under the Owner's direction in gaining access to the utility.

If live service connections are to be interrupted by excavation of any kind, the Contractor shall not break the service until new or temporary services are provided. Abandoned services shall be plugged off or otherwise made secure.

The Contract Plans indicate the location of existing known utilities in the vicinity of the work. Bidders are cautioned to verify this information, as its accuracy and completeness are not guaranteed in any manner.

B. Notice to Owners of Utilities

Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of publicly or privately owned utilities of his/her intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations, and the Contractor shall at that time file a copy of such notice with the Engineer.

Before the Contractor begins any work or operations that might damage any subsurface structures, he shall carefully locate all such structures and conduct his/her operations so as to avoid any damage to them.

The Contractor shall hand deliver notices to abutting properties at least 24 hours before the start of construction. The notice will indicate the timing of the construction and any access restrictions or other inconveniences that may result.

The Contractor shall notify and coordinate with refuse company, the Town's waste disposal contractor when construction activities will correspond with waste pickup.

The Contractor shall notify and coordinate with school bus and transit companies when construction operations will affect routes.

C. Protection of Underground Facilities

The Contractor's attention is directed to the necessity of making his/her own investigation in order to assure that no damage to existing structures, drainage lines, etc., will occur.

The Contractor shall notify 'Mass DIG SAFE' and procure a DIG SAFE number for each location prior to disturbing existing ground in any way. The contractor shall notify **Clinton DPW** in addition to **DigSAFE** as Clinton is currently not a member.

The Contractor shall be responsible for informing utility owners in the event of any disruption of service or damage of any utility, marked or not. THE CONTRACTOR SHALL HAVE A MEANS OF TELEPHONE COMMUNICATION AND CONTACT NUMBERS ON SITE AT ALL TIMES.

D. Property Bounds

Should any damage to a bound result from the actions of the Contractor, the bound shall be replaced and/or realigned by the Contractor as directed by the Engineer. No further compensation will be due the Contractor for the materials and labor required to re-establish the bound in its proper position as shown on the plans.

SUBSECTION 7.18 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Replace the second paragraph of this subsection with the following:

The Contractor shall take all precautions necessary to prevent damage to the work by storms or by water entering the site of the work directly or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the work as the Engineer may require in order that the finished work may be completed as required by the Contract.

The Contractor shall bear all losses resulting to him on account of the amount or the character of the work or because the nature of the land in or on which the work is done is different from what was estimated or expected, or other causes (except as stated in Subsection 4.04, Changed Conditions).

SUBSECTION 7.19 PERSONAL LIABILITY OF PUBLIC OFFICIALS

Replace all references to "the Commonwealth" with "the Town".

SECTION 8.00 PROSECUTION AND PROGRESS

SUBSECTION 8.03 PROSECUTION OF WORK

Add the following at the end of the first paragraph of this subsection:

The Engineer will schedule and administer progress meetings and specially called meetings throughout the duration of the Work at minimum monthly intervals. The time and location of such meetings shall be designated by the Engineer and shall be convenient for all parties involved. The Engineer will prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies to participants, and those affected by decisions made.

Additionally, the work under this contract shall progress by area, whereas, the contractor may not progress to work on the next area until substantial work on the previous area has been completed. 'Substantial Completion' as stated here shall be defined as the top course applied, berm installed, driveway aprons complete, loam and seed in place, and excess material and material storage piles removed. Once completed the contractor shall submit and updated schedule and receive approval from the engineer before progressing to the next area. The Engineer will consider requests for work in more than one area at a time under special circumstances, however, it shall be the sole discretion of the engineer in the allowance of this activity. For the purposes of this contract the areas are labeled on the attached map. There is not a requirement that they be performed in the order labeled.

A traffic control must be submitted a minimum of 10 days in advance of work in any given area.
'Areas' are those defined on the map attached to the appendix.

SUBSECTION 8.05 CLAIM FOR DELAY OR SUSPENSION OF THE WORK

Replace all references to "the Commission" with "the Town".

Add the following at the end of this subsection:

If in the event the Contractor shall make a claim for delay or suspension of the work, the Contractor shall continue prosecution of the work during the period pending resolution of the claim or delay.

SUBSECTION 8.10 DETERMINATION & EXTENSION OF CONTRACT TIME FOR COMPLETION (TIME EXTENSIONS)

Add the following at the end of this subsection:

The Contractor shall suspend all work in streets between November 15 and April 15, unless otherwise permitted by the Engineer. Weather permitting and with the Engineer's approval, the Contractor will be allowed to continue working in easement areas during the winter. The time for completion established for the contract has already taken into account the potential for shutting down operations for the winter.

Add the following new subsection:

SUBSECTION 8.14 NIGHT, SATURDAY, SUNDAY AND HOLIDAY WORK

Work on this project is restricted to a normal eight hour day (7:30 AM to 4:30 PM), five-day week, with the Prime Contractor and all Subcontractors working on the same shift. No work shall be done at night, on Saturdays, Sundays or Town observed Holidays.

SECTION 9.00 MEASUREMENT AND PAYMENT

SUBSECTION 9.04 PARTIAL PAYMENTS

Replace all references to "biweekly" with "monthly".

SUBSECTION 9.05 FINAL ACCEPTANCE AND FINAL PAYMENT

Replace this entire subsection with the following:

Fixing of the date of completion and acceptance of the work or a specified part thereof shall only be effective when accomplished by a writing specifically so stating and signed by the Owner.

A. Partial Acceptance and Payment

At any time, the Owner may issue a written order to the Contractor declaring that he intends to utilize a specified portion of the work which in his opinion has been sufficiently completed in accordance with the Contract. A tentative list of items remaining to be completed or corrected shall be included with this order.

Within 45 days after acceptance under this subsection, the Engineer shall make an estimate in writing of the amount and value of the part of the work so accepted. The Owner shall pay said amount to the

Contractor after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract, said payment to be made at the time of the next monthly progress estimate.

Acceptance by the Owner under this subsection shall not relieve the Contractor of any obligations under the Contract except to the extent agreed upon in writing between the Owner and the Contractor. The Owner shall have the right to exclude the Contractor from any part of the work which has been accepted, but the Owner shall allow the Contractor reasonable access thereto to complete or correct items on the tentative list.

B. Final Acceptance and Payment

The Owner shall pay to the Contractor the entire amount found by the Engineer to be earned and due hereunder after deducting there from all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. Except as in this subsection otherwise provided, such payment shall be made no later than 15 days after but in no event before the expiration of the time within which claims for labor performed or materials or equipment furnished must be filed under the applicable lien law, or, if such time is not specified by law, the expiration of 30 days after the completion of the Engineer's final estimate.

If within six months from the date the final estimate is forwarded to the Contractor, the Contractor has not filed a valid (as by the Engineer) written reasons(s) for not accepting the final estimate, the final estimate will be considered acceptable to the Contractor and payment of the final estimate made. The acceptance by the Contractor of the final payment shall operate as and shall be a release to the Party of the First Part and every member, agent and employee thereof, from all claims by the Contractor for anything done or furnished for, or relating to the work or for any act or neglect of the Party of the First Part or of any person relating to or affecting the work, except the claim against the Party of the First Part for the remainder if any there be, of the amounts kept or retained as provided in Subsection 7.15.

DIVISION II - TECHNICAL SPECIFICATIONS

GREELEY STREET RECONSTRUCTION

TOWN OF CLINTON

ITEMS

All items of work in this Contract shall be governed by the Massachusetts Department of Transportation – Highway Division (MassDOT Highway) in accordance with the 2020 Standard Specifications for Highways and Bridges, and Construction Standard Details.

The following items reflect special conditions particular to this Contract. As such, they amend and/or supplement the provisions governing the item as described in the Standard Specifications.

<u>ITEM 120.1</u>	<u>UNCLASSIFIED EXCAVATION</u>	<u>CUBIC YARD</u>
<u>ITEM 151.01</u>	<u>GRAVEL BORROW</u>	<u>CUBIC YARD</u>
<u>ITEM 156.</u>	<u>CRUSHED STONE/RIP RAP</u>	<u>TON</u>

The work under this item shall conform to the relevant provisions of Section 120, 150, and 170 of the Massachusetts Department of Transportation – Highway Division 2020 Standard Specifications for Highways & Bridges, the latest supplements and addendum thereto, and the following:

The work shall include removing and disposing of all materials obstructing the execution of other required work and/or as required except those materials for which payment is made as part of other items of this contract.

The Contractor's attention is directed to the fact that materials shall be disposed of in accordance with the provisions written hereinbefore under the heading "Disposal of Surplus Excavated Materials".

Materials encountered in the excavation may include earth, bituminous or cement concrete pavements and curb, Class A Rock, ledge, masonry, pipe, cobblestones, cinders, trees and stumps, and other materials from previous constructions.

Cobblestones, bedding, when encountered, shall be segregated from the excavation, transported, and stockpiled at the Town DPW yard, or a designated location within the Clinton Town limits and carefully deposited. Cobblestones are to remain the property of the Town of Clinton.

The adjusting of all drainage, utility and municipality structures, gate valves, gate boxes, and service boxes within the limits of the pavement areas to be excavated shall be as required by the engineer and paid for under the appropriate item.

Where, in the opinion of the Engineer, the present roadway foundation is of suitable material, it shall only be excavated to a depth determined by the Engineer.

Should unsatisfactory subgrade material be encountered, the Engineer may direct that excavation be carried to satisfactory material and the area be backfilled with gravel borrow type b, or other material, as required by the Engineer.

Any work done or materials used for backfilling in excess of the depth authorized shall be at the Contractor's expense.

Measurement and Payment

Unclassified excavation will be paid for at the Contract unit price per cubic yard, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

Gravel borrow type c for backfill will be paid for separately under gravel borrow, Item 151.01. Reclaimed material under Item 404.5 shall be used first and paid for under that item.

Crushed stone shall meet the Division III Materials specification for the intended application as follows: Pipe bedding M2.01.4 and Revetment foundations M2.01.2 for backfill will be paid for separately under the crushed stone, Item 156 – For FDC STS - MCT STS.

No separate payment will be made for the off-site disposal of all existing material unsuitable for reuse in the proposed work, but all costs in connection therewith shall be included in the Contract unit price bid.

No separate payment will be made for the removing, transporting, and stockpiling within the Town limits of all existing material unsuitable for reuse in the proposed work, but all costs in connection therewith shall be included in the Contract unit price bid.

The adjusting of all drainage, utility and municipality structures, gate valves, gate boxes, and service boxes within the limits of the pavement areas to be excavated shall be as required by the engineer and paid for under the appropriate item.

<u>ITEM 220.</u>	<u>DRAINAGE STRUCTURE ADJUSTED</u>	<u>EACH</u>
<u>ITEM 220.2</u>	<u>DRAINAGE STRUCTURE REBUILT</u>	<u>VERTICAL FOOT</u>

The work under this item shall conform to the relevant provisions of Section 220 and 403 of the Massachusetts Department of Transportation – Highway Division 2020 Standard Specifications for Highways & Bridges, the latest supplements and addendum thereto, and the following:

The work for drainage structure remodeled, adjusted, and rebuilt shall apply to drainage and municipality structures within the limits of work that **are not included** for payment under other work items, as required by the Engineer.

The work for drainage structure to be adjusted shall be applied as follows to roads that are reclaimed and milled:

On streets that are reclaimed the work for drainage structures to be adjusted shall be used to adjust drainage and municipality structures from the plated intermediate – binder course of paving grade and shall include brick masonry and concrete collar within the limits of work and according to Sections 220 and 403, as required by the Engineer.

On streets that are milled the work for drainage structures to be adjusted shall be used to adjust drainage and municipality structures no more than 6" in line and/or grade to finished final paving grade and shall include brick masonry and concrete collar within the limits of work and as according to Sections 220 and 403, as required by the Engineer.

The work for drainage structure to be rebuilt shall be applied as follows to roads that are reclaimed and milled:

On streets that are reclaimed the work for drainage structures to be rebuilt shall be used to rebuild drainage and municipality structures below the 22" buried plate depth from finished paving grade and shall include brick masonry and concrete collar within the limits of work and according to Sections 220 and 403, as required by the Engineer.

On streets that are milled the work for drainage structures to be rebuilt shall be used to rebuild drainage and municipality structures below the 6" from finished final paving grade and shall include brick masonry and concrete collar within the limits of work and as according to Sections 220 and 403, as required by the Engineer.

The work for drainage structure rebuilt shall include modifications to the structure in line and/or grade of up to three (3) feet below normal adjustment limits or below reclaim plate depth.

Measurement and Payment

Drainage and municipality structure adjusted will be paid for at the Contract unit price per each, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

Drainage structure rebuilt will be paid for at the Contract unit price per vertical foot to line and/or grade of up to three (3) feet, complete in place, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

The number of structures estimated under these items is for comparison of bids and is not guaranteed by the Engineer. The quantity may be increased or decreased by the Engineer depending on actual conditions encountered in the field.

ITEM 222.3

FRAME & COVER MUNICIPAL STANDARD

EACH

The work under this item shall conform to the relevant provisions of Sections 201 and 220 of the Massachusetts Department of Transportation – Highway Division 2020 Standard Specifications for Highways & Bridges, the latest supplements and addendum thereto, and the following:

The work shall include the furnishing, delivery and installation of frame and grate and/or cover to the lines and grades as determined by the Contractor and as approved by the Engineer. Castings shall be

as follows, or as directed by the Engineer:

- All Manhole Cover Frames shall be as manufactured by EJ a.k.a. East Jordon Iron Works meeting the following: EJIW product #00211111 (OMA211000038, 8-inch depth) Upon approval of the engineer 6-inch frames may be utilized in defined locations and shall meet the following EJIW product #00226611 (OMA226000002, 6-inch depth)
- Drain Manhole Covers shall be EJIW OMA211000041 or approved equal.
(The word DRAIN in 2-inch, flat face, gothic letters shall be cast into the cover)
- Sewer Manhole Covers shall be EJIW OMA211000040 or approved equal.
(The word SEWER in 2-inch, flat face, gothic letters shall be cast into the cover)
- Catch Basin Frames with 3 flanged sides shall be EJIW product #00554813 (OMA554000005, 8-inch deep) or approved equal. Upon approval of the engineer 6-inch frames may be utilized in defined locations and shall meet the following OMA554000003, 6-inch depth.
- Catch Basin Frames with 4 flanged sides shall be EJIW product #00554811 (OMA554000006, 8-inch deep) or approved equal. Upon approval of the engineer 6-inch frames may be utilized in defined locations and shall meet the following OMA554000004, 4-inch depth.
- Double Catch Basin Frames with 3 flanged sides shall be EJIW product #00554814 (OMA544000001, 8-inch deep) or approved equal. Upon approval of the engineer 4-inch frames may be utilized in defined locations and shall meet the following OMA544400106, 4-inch depth.
- Double Catch Basin Frames with 4 flanged sides shall be EJIW product #00554812(OMA544000002, 8-inch deep) or approved equal. Upon approval of the engineer 4-inch frames may be utilized in defined locations and shall meet the following OMA544400012, 4-inch depth.
- Catch Basin Grates shall be EJIW product #0055284 (OMA552000076) or approved equal for Cascade Left or product #0055285 (OMA552000077) or approved equal for Cascade Right (The words DUMP NO WASTE in 1/2-inch, letters shall be engraved into the edge of grate along one side)

Existing frames and grates and/or covers to be replaced shall be transported to the Town Yard and stockpiled in a location identified by the engineer. Any frames and grates and/or covers determined by the Engineer to be of no further value to the Town shall become the property of the Contractor and be disposed of off the project site by the Contractor. The Contractor's attention is directed to the fact that materials shall be disposed of in accordance with the provisions written hereinbefore under the heading "Disposal of Surplus Excavated Materials".

Measurement and Payment

Frame and grate will be measured for payment by each, complete in place.

Frame and cover; frame and grate shall be municipal standard and be paid for at the respective Contract unit prices per each, which price shall include all labor, materials, equipment, and incidental costs required

to complete the work. The quantity to be so paid for shall be based upon the actual number installed and approved by the Engineer.

No separate payment will be made for excavation, but all costs in connection therewith shall be included in the Contract unit price bid for frame and cover municipal standard, Item 222.3.

No separate payment will be made for the removing, transporting, and stockpiling of existing frames and grates and/or covers at the Town Yard, but all costs in connection therewith shall be included in the Contract unit price bid frame and cover municipal standard, Item 222.3, frame, and grate municipal standard.

The number of structures estimated under these items is for comparison of bids and is not guaranteed by the Engineer. The quantity may be increased or decreased by the Engineer depending on actual conditions encountered in the field.

ITEM 357.06
ITEM 381.3

6" GATE BOX
SERVICE BOX

EACH
EACH

The work under this item shall conform to the relevant provisions of Section 301 of the Massachusetts Department of Transportation – Highway Division 2020 Standard Specifications for Highways & Bridges, the latest supplements and addendum thereto, and the following:

The work shall include furnishing, delivery and installation of gate boxes and services boxes to the lines and grades as determined by the Contractor and as approved by the Engineer.

Gate boxes shall be flange free shaft, cast iron, tar coated, sliding type adjustable valve boxes together with cast iron covers marked "WATER". The bell end of the lower section shall have a minimum inside diameter of 8 inches to fit over the seal plates of the gate valves. The smallest inside diameter of the shaft shall not be less than 5 ¼ inches. All materials shall be U.S manufactured and shall be acceptable to the Clinton Water Department.

The existing and replacement gate boxes and services boxes are to be kept accessible during the construction period for use in an emergency. Any existing boxes which are broken, damaged, or cannot be adjusted, shall be excavated to the depth of the existing gate valve, and removed. The replacement box shall be set plumb at the same location. Gravel borrow type b backfill will be used and shall be thoroughly compacted with a power tamper. Adjustment to final grade shall be done just prior to placing the final pavement course for roadway or sidewalk material and include concrete collar.

Measurement and Payment

6-inch gate box; service box will be paid for at the respective Contract unit prices per each, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

The quantity to be so paid for shall be based upon the actual number installed and approved by the Engineer.

No separate payment will be made for excavation, supplying, and placing of gravel borrow type b backfill, compacting, supplying, and installing of concrete collars, adjusting to final grade but all costs in connection therewith shall be included in the Contract unit price bid for 6-inch gate box, Item 357.06; service box, Item 381. No separate payment for adjusting to final grade shall be made.

The number of structures estimated under these items is for comparison of bids and is not guaranteed by the Engineer. The quantity may be increased or decreased by the Engineer depending on actual conditions encountered in the field. Work under this item will only be accepted if the Water Department is able to operate the valve after the box has been replaced and/or reset.

<u>ITEM 358.</u>	<u>6" GATE BOX ADJUSTED</u>	<u>EACH</u>
<u>ITEM 381.3</u>	<u>SERVICE BOX ADJUSTED</u>	<u>EACH</u>

The work under this item shall conform to the relevant provisions of Section 301 of the Massachusetts Department of Transportation – Highway Division 2020 Standard Specifications for Highways & Bridges, the latest supplements and addendum thereto, and the following:

The work shall include adjusting utility and municipality gate and services boxes within the limits of work that **are not included** for payment under other work items, as required by the Engineer.

Gate boxes and curb stops to be adjusted shall be identified by the Contractor and approved by the Engineer prior commencing with the work.

Service boxes and gate boxes are to be kept accessible during the construction period for use in an emergency. Any existing boxes which are broken, damaged, or cannot be adjusted, shall be excavated to the depth of the existing valve, and removed. The replacement box shall be set plumb at the same location. Gravel borrow backfill will be used and shall be thoroughly compacted with a power tamper.

Adjustment to final grade shall be done just prior to placing the final pavement course for roadway or sidewalk material. Any castings determined by the Engineer to be of no further value to the Town shall become the property of the Contractor and be disposed of off the project site by the Contractor without additional compensation.

Measurement and Payment

Gate box adjusted and services box adjusted will be measured for payment by each regardless of the number of times that structure is to be adjusted.

Gate box adjusted and service box adjusted will be paid for at the respective Contract unit prices per each, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

The number of structures estimated under these items is for comparison of bids and is not guaranteed by the Engineer. The quantity may be increased or decreased by the Engineer depending on actual conditions encountered in the field.

Work under this item will only be accepted if the Water Department is able to operate the valve after the box has been replaced and/or reset.

ITEM 403. **RECLAIMED PAVEMENT FOR BASE COURSE**
AND/OR SUB-BASE

SQUARE YARD

The work under this item shall conform to the relevant provisions of Section 400 of the Massachusetts Department of Transportation – Highway Division 2020 Standard Specifications for Highways & Bridges, the latest supplements and addendum thereto, and the following:

The work shall include the recycling of the existing pavement structure to produce a stabilized base course and/or sub-base left graded in place and a specified depth of acceptable sub-base material. Excess reclaimed material shall be stockpiled or graded in place within the Town of Clinton limits and used for sub-base material in designated pavement and sidewalk areas, or for other miscellaneous uses, as required by the Clinton DPW or representative.

At the end of the project, any **excess reclaimed** material that is not re-used on the project shall be disposed of by the contractor outside and away from the limits of the project, with no additional measurement or payment.

The raising of all lowered drainage, utility, and municipality structures, gate valves, gate boxes and service boxes shall be done as required by the Clinton DPW or representative, and to a grade as established by the Clinton DPW or representative. Structures may be raised to an intermediate grade prior to being adjusted to final grade as required by the Clinton DPW or representative under the associated item.

Measurement and Payment

Reclaimed material for base course and/or sub-base will be paid for at the Contract unit price per square yard, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

No separate payment will be made for the off-site disposal of all excess material, but all costs in connection therewith shall be included in the Contract unit price bid.

No separate payment will be made for the stockpiling, **transporting within the Town limits**, placing, spreading or dust control. Separate payment shall be made under the associated work items for excavation and removal of excess, fine grading and compacting.

Separate payment will be made for the remodeling (reclaim roads) and rebuilding, adjusting all drainage, utility and municipality structures, gate valves, gate boxes and service boxes, including frames and grates and/or covers within the limits of the pavement areas to be reclaimed or milled, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 415.1 **PAVEMENT STANDARD MILLING**

SQUARE YARD

The work under this item shall conform to the relevant provisions of Section 400 of the Massachusetts Department of Transportation – Highway Division 2020 Standard Specifications for Highways & Bridges, the latest supplements and addendum thereto, and the following:

The work shall include the profiling of the existing pavement structure and removal of excess milled

pavement to produce a crowned roadway with a 2% cross slope downward to the gutters from the center of the road. The profiling of the road shall also eliminate unevenness (longitudinally) along the roadway to allow for the installation of a 1.5" depth of new pavement and/or a 6" finished curb reveal and allow for drainage of the roadway along the gutters to the existing drainage system down gradient. Areas determined to be excessively low and uneven shall be levelled with HMA to roadway profile. **Temporary traffic markings shall be furnished and installed and included for payment under this item.**

Excess milled material that is not re-used on the project shall be transported to and stored at the **Town DPW yard**, or a **designated location** within the Clinton Town limits or disposed of if the Town does not want the excess.

Adjusting and rebuilding of drainage, utility, and municipality structures, gate valves, gate boxes and service boxes shall be done as required by the Engineer, and to a grade as established by the profiling of the road and the Engineer.

Measurement and Payment

Standard milling will be measured for payment by the number of square yards of area from which the milling of existing HMA pavement has been completed and the work accepted. No area deductions will be made for minor unmilled areas such as catch basin inlets, manholes, utility boxes and any similar utility structures.

Standard milling, removal, and disposal of existing HMA pavement will be paid for at the contract unit price per square yard. This price shall include all equipment, tools, labor, and materials incidental thereto; casting and valve box adjustments, cutting and matching existing pavement. No additional payments will be made for multiple passes with the milling machine to remove the existing HMA surface to the grade specified.

No separate payments will be made for: performing handwork removal of existing pavement and providing protection around catch basin inlets, manholes, utility valve boxes and any similar structures; providing protection to underground utilities from the vibration of the milling operation; sawcutting the milled limits; removing and disposing of millings; furnishing a sweeper and sweeping after milling. The costs for these items shall be included in the contract unit price for Pay Item 415, Pavement Standard milling.

Separate payment will be made for the adjusting, rebuilding, or replacing drainage, utility, and municipality structures, including frames and grates and/or covers; adjusting or replacing gate valves, gate boxes and service boxes within the limits of the pavement areas to be reclaimed or milled, and all costs in connection therewith shall be included in the associated work item.

PAVEMENT RESTORATION

ITEMS NOS. 451 through 472 PAVEMENT RESTORATION

The work under the items shall conform to the relevant provisions of Section 400 of the Massachusetts Department of Transportation – Highway Division 2020 Standard Specifications for Highways & Bridges,

the latest supplements and addendum thereto, and the following:

Basis of Payment for Pavement in General

1. The unit prices for pavement restoration shall constitute full compensation for saw cutting, removal and disposal of all existing pavement including any existing bituminous, concrete or reinforced concrete base; excavation to the required depth; special compaction requirements; removal and disposal of any temporary pavement; casting and valve box adjustments, as directed; grading, grinding, cutting and matching existing pavement; sweeping the pavements; cutting all edges at limit of work and in front of edge stones, excavating around all utility castings; satisfactory disposal of all materials outside the limits of the contract; trench closing and openings ordered by the Engineer; obtaining all necessary roadway permits and/or approvals from state and local agencies; and constructing the pavement complete, as specified and as indicated and not specifically included for payment under other items.
2. The Contractor shall only be allowed to work within one half of the roadway at any given time during the existing pavement removal and temporary roadway installation operations to allow one lane of traffic to be always maintained unless directed by the Engineer. The roadway will be completely re-opened to traffic at the end of each day unless directed by the Engineer.
3. Temporary pavement markings shall be installed after the roadway milled surface or as otherwise directed by the Engineer. Permanent pavement markings shall be installed after the bituminous concrete surface course is installed or as otherwise directed by the Engineer.

ITEM 451.

HOT MIX ASPHALT FOR PATCHING

TON

The work under this item shall conform to the relevant provisions of Section 400 of the Massachusetts Department of Transportation – Highway Division 2020 Standard Specifications for Highways & Bridges, the latest supplements and addendum thereto, and the following:

Measurement and Payment

Hot Mix Asphalt for patching will be measured by the ton and shall be the actual pavement course quantity installed complete in road base after milling and excavating to repair blow outs and miscellaneous defects in the milled base, in place and accepted by the Engineer. The quantity shall be determined only by weight slips that have been properly countersigned by the Engineer at the time of delivery.

HMA for Patching will be paid for at the contract unit price per ton of the HMA mixture installed at the location as determined or as specified by the engineer. Payment shall include all sawcutting, removal and disposal of existing distressed or unsound pavement and base material, applying hot poured joint sealer to vertical faces, applying the tack coat to all required surfaces at the specified rate. Preparation of underlying surface and transportation, delivery, placement, and compaction of HMA for Patching.

Hot Mix Asphalt mixtures for this work will be paid for at the contract unit price per ton of in- place mixture. Payment shall include the installation and removal and disposal of HMA and base material (if required), sweeping the underlying surface, transportation, delivery, placement, later removal and disposal, and compaction of each HMA pavement course. All sawcutting required for transverse joints or

longitudinal joints shall also be included in the contract unit price.

If the gravel base is unsuitable then excavation and disposal of unsuitable material and refill of gravel backfill shall be paid for under the associated earthwork items as approved by the engineer.

No separate payment will be made for sweeping and cleaning existing surface, placing of tack coat, saw cutting, but all costs in connection therewith shall be included in the Contract unit price bid.

<u>ITEM 452.</u>	<u>ASPHALT EMULSION FOR TACK COAT</u>	<u>GALLON</u>
<u>ITEM 453.</u>	<u>HMA JOINT SEALANT</u>	<u>FEET</u>

Measurement and Payment

Asphalt Emulsion for Tack Coat, as required by the plans or these specifications, will be measured by the gallon.

HMA Joint Sealant, as required by the plans or these specifications, will be measured by the foot.

Asphalt Emulsion for Tack Coat will be paid for at the contract unit price per gallon of applied tack coat under Pay Item 452 and HMA Joint Sealant will be paid for at the contract unit price per foot of applied hot HMA joint sealant under Pay Item 453. Payment shall include sweeping existing surfaces and applying the tack coat or hot HMA joint sealant to all required surfaces at the specified rate in accordance with Section 450.

HMA Joint Sealant is intended to be used on the primary street and side street for both Longitudinal and Transverse joints during paving. All other streets will receive Asphalt Emulsion tack coat on transverse joints and longitudinal joints shall be wedge style and closed while hot without sealant in a timely manner.

No separate payment will be made for sweeping and cleaning existing surface, placing of tack coat or HMA joint sealant, saw cutting, but all costs in connection therewith shall be included in the Contract unit price bid.

SUBSECTION 460: HOT MIX ASPHALT PAVEMENT FOR LOCAL STREETS

<u>ITEM 460.22</u>	<u>SUPERPAVE SURFACE COURSE – 9.5 (SSC – 9.5)</u>	<u>TON</u>
<u>ITEM 460.32</u>	<u>SUPERPAVE SURFACE COURSE – 19 (SSC – 19)</u>	<u>TON</u>
<u>ITEM 460.52</u>	<u>SUPERPAVE LEVELING COURSE – 9.5 (SLC – 9.5)</u>	<u>TON</u>

Measurement and Payment

Hot Mix Asphalt pavement course mixtures for local roads will be measured by the ton and shall be the actual pavement course quantity complete, in place and accepted by the Town Engineer or representative. The quantity shall be determined only by weight slips that have been properly countersigned by the Engineer or representative at the time of delivery.

Hot Mix Asphalt pavement course will be paid for at the contract unit price per ton of in- place mixture under the HMA Pay Items specified (460.22, 460.23, & 460.52). Payment shall include sweeping the

underlying surface, transportation, delivery, placement, and compaction of each HMA pavement course. All sawcutting required for transverse joints or longitudinal joints shall also be included in the contract unit prices for each HMA pavement course.

Adjustment of all structures and/or gate boxes to grade shall be paid for under the associated item.

The unit price for Surface Course shall also include permanent replacement of inductance loop vehicle detector wiring (traffic loops).

Included in the work is the placing, compacting and installation with a paver a 12 inch or 18-inch-wide monolithic hot mix asphalt Cape Cod berm to line and grade at locations determined by the Engineer or representative on all streets in the contract except having granite curb.

Where existing paved surfaces are to be retained and are required to join the pavement constructed hereunder, the existing joined edges shall be saw cut vertically by mechanical means using an approved power-driven saw to a depth for pavement removal and not less than two foot back from their present locations or at the locations as determined by the Engineer. Payment included under the associated HMA item and no separate payment for this work.

A tack coat of RS-1 should be applied to the existing roadway surface immediately prior to the placement of the new pavement. The face of all saw cuts in existing pavement areas shall also be treated with a tack coat to bond old pavement to new pavement.

No separate payment will be made for sweeping and cleaning existing surface, placing of tack coat, saw cutting, but all costs in connection therewith shall be included in the Contract unit price bid.

<u>ITEM 472.</u>	<u>HOT MIX ASPHALT MIXTURES FOR TEMPORARY WORK</u>	<u>TON</u>
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Measurement and Payment

Hot Mix Asphalt Mixtures pavement for temporary work for temporary ramping of joints, driveways, sidewalks, around castings, etc. will be measured by the ton and shall be the actual pavement course quantity temporarily installed and then removed and disposed of complete, in place and removed and accepted by the Engineer. The quantity shall be determined only by weight slips that have been properly countersigned by the Engineer at the time of delivery.

Hot Mix Asphalt mixtures for temporary work will be paid for at the contract unit price per ton of in- place mixture. Payment shall include the installation and removal and disposal of temporary HMA, sweeping the underlying surface, transportation, delivery, placement, later removal and disposal, and compaction of each HMA pavement course. All sawcutting required for transverse joints or longitudinal joints shall also be included in the contract unit price.

There will be no separate payment for the work of later removing and disposing bituminous concrete installed for temporary work.

No separate payment will be made for sweeping and cleaning existing surface, placing of tack coat, saw cutting, but all costs in connection therewith shall be included in the Contract unit price bid.

<u>ITEM 504.</u>	<u>GRANITE CURB TYPE VA4-STRAIGHT</u>	<u>FOOT</u>
<u>ITEM 504.1</u>	<u>GRANITE CURB TYPE VA4-CURVED</u>	<u>FOOT</u>

The work under this item shall conform to the relevant provisions of Sections 501 and 504 of the Massachusetts Department of Transportation – Highway Division 2020 Standard Specifications for Highways & Bridges, the latest supplements and addendum thereto, and the following:

The work shall include sawcutting existing pavements, excavation, gravel foundation and backfilling, curbing, and cement concrete, removal, and disposal of excess material and existing bituminous or concrete. All work requiring chamfering or cutting of curb shall be considered incidental.

All existing curb determined suitable for reuse on the project which is not reset at its present location shall be removed and stacked by the Contractor at a designated location within the Town for further reuse on the project at such location or locations as identified by the Engineer.

All existing curb that is not to be re-used on the project shall be transported to the Town Garage Yard and stockpiled in a location identified by the engineer. Any curb determined by the Engineer to be unsuitable for further reuse shall become the property of the Contractor and be disposed of off the project site by the Contractor. The Contractor's attention is directed to the fact that materials shall be disposed of in accordance with the provisions written hereinbefore under the heading "Disposal of Surplus Excavated Materials".

Existing curb stones are to be used for wheelchair ramp transition curbs. Existing curbs shall be cut in such a way so that a flush joint is formed where the transition curb meets the adjacent curb at all locations. The length of the transition curb is to be in accordance with the Massachusetts Architectural Access Board's requirements

Measurement and Payment

Curb removed and stacked will be measured for payment by the foot, complete in place.

Granite curb type VA4-straight; granite curb type Va4-curved; curb removed and reset; curb removed and stacked will be paid for at the respective unit prices per foot, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

Curb stones for wheelchair ramp transitions will be paid for separately under granite curb type VA4-straight, Item 504.; granite curb type VA4-curved, Item 504.1.

No separate payment will be made for cutting and chamfering of curb as required, excavation, gravel for foundation, installation, and cement concrete to set curb in place, but all costs in connection therewith shall be included in the Contract unit price bid for granite curb type VA4-straight, Item 504.; granite curb type Va4-curved, Item 504.1.

No separate payment will be made for removing, stockpiling, and transporting of curb to be re-used on the project within the Town limits, but all costs in connection therewith shall be included in the Contract unit price bid for curb removed and reset, Item 581.

ITEM 697.1**SILT SACK****EA**

The work under this item shall conform to the relevant provisions of Section 600 of the Massachusetts Department of Transportation – Highway Division 2020 Standard Specifications for Highways & Bridges, the latest supplements and addendum thereto, and the following:

Measurement and Payment

Silt sacks shall be measured per each, complete in place.

Silt Sacks shall be measured and paid for at the Contract unit price per each which price and payment shall constitute full compensation for furnishing, placing, relocating, maintaining, removing, and disposing of the silt sack including all materials, labor, equipment, tools, appurtenances, and incidentals necessary to satisfactorily complete this item of work, complete.

<u>ITEM 701.</u>	<u>CEMENT CONCRETE SIDEWALK</u>	<u>SQUARE YARD</u>
<u>ITEM 701.1</u>	<u>CEMENT CONCRETE SIDEWALK DRIVEWAYS</u>	<u>SQUARE YARD</u>
<u>ITEM 701.2</u>	<u>CEMENT CONCRETE WHEELCHAIR RAMP</u>	<u>SQUARE YARD</u>
<u>ITEM 701.3</u>	<u>WHEELCHAIR DETECTABLE WARNING PANELS</u>	<u>EACH</u>
<u>ITEM 702.</u>	<u>HOT MIX ASPHALT SIDEWALK OR DRIVEWAY</u>	<u>TON</u>

The work under this item shall conform to the relevant provisions of Section 700 of the Massachusetts Department of Transportation – Highway Division 2020 Standard Specifications for Highways & Bridges, the latest supplements and addendum thereto, and the following:

The work shall include in meeting existing sidewalks and driveways, the Contractor shall saw cut by mechanical means using an approved power driven saw a neat straight line to permit the new work to blend satisfactorily with contiguous existing surfaces.

Areas to receive new hot mix asphalt walk surface shall be laid in two courses consisting of 1-1/2-inch minimum compacted dense binder course and a 1-1/2-inch minimum compacted top or finish course. Each course shall be rolled and compacted to form a smooth dense surface. The finished elevation of the top course shall match those adjoining existing paved surfaces.

Areas to receive new hot mix asphalt driveway surface shall be laid in two courses consisting of 2-inch minimum compacted dense binder course and a 1-1/2-inch minimum compacted top or finish course. Each course shall be rolled and compacted to form a smooth dense surface. The finished elevation of the top course shall match those adjoining existing paved surfaces.

Where the existing sub-base material is deemed suitable by the Engineer, it may be left in place and re-used. Reclaimed pavement borrow material may be substituted for gravel borrow for the 8-inch thick, gravel sub-base, as allowed by the engineer, however no additional payment will be made for this substitution.

All wheelchair ramps shall be constructed with ADS embedded detectable warning panels (color red) as

shown on the MassDOT Construction Details.

Measurement and Payment

Hot mix asphalt walk surface will be measured for payment by the TON, complete in place.

Hot mix asphalt driveway will be measured for payment by the TON, complete in place.

Cement concrete sidewalk; cement concrete sidewalk at driveways; cement concrete wheelchair ramp; will be paid for at the respective Contract unit prices per SQUARE YARD, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

ADS embedded detectable warning panels (color red and 2'wide x 5' long) as shown on the MassDOT Construction Details will be measured for payment separately by EACH, complete in place and not be included for payment under cement concrete wheelchair ramp, Item 701.2.

Cement and stone pavers removed and reset will be measured for payment by the SQUARE YARD, complete in place.

No separate payment will be made for the adjusting of all drainage, utility, and municipality structures, gate boxes, and service boxes, castings and handholds, saw cutting existing pavement, removing and resetting of existing or new signs and mailboxes, and all repairs to meet abutting properties as required by the Engineer, but all costs in connection therewith shall be included in the Contract unit price bid for cement concrete sidewalk, Item 701.; cement concrete sidewalk driveways, Item 701.1; cement concrete wheelchair ramp, Item 701.2; hot mix asphalt sidewalk or driveway, Item 702.

No separate payment will be made for sawcutting existing pavements, excavation, fine grading and compacting, placing an 8 inch thick gravel sub-base (gravel borrow type c or reclaimed pavement borrow), installing the cement concrete or hot mix asphalt, but all costs in connection therewith shall be included in the Contract unit price bid for cement concrete sidewalk, Item 701.; cement concrete sidewalk driveways, Item 701.1; cement concrete wheelchair ramp, Item 701.2; hot mix asphalt sidewalk or driveway, Item 702.

No separate payment will be made for the utility castings adjustment, signs, and posts on existing/new R & R, but all costs in connection therewith shall be included in the Contract unit price bid for cement concrete wheelchair ramp, Item 701.2.

ITEM 748

MOBILIZATION

LUMP SUM

The work under this item shall conform to the relevant provisions of Section 700 of the Massachusetts Department of Transportation – Highway Division 2020 Standard Specifications for Highways & Bridges, the latest supplements and addendum thereto, and the following:

A. METHOD OF MEASUREMENT

1. Payment for mobilization will be made on a lump sum basis.

2. The first payment of one third of the lump sum price for Mobilization or 1 percent of the total bid price, whichever is less, will be made on the first estimate.
3. The second payment of one third of the lump sum price for Mobilization or 1 percent of the total bid price, whichever is less, will be made following the completion of 5 percent of the total Contract price.
4. The third payment of one third of the lump sum price for Mobilization or 1 percent of the total bid price, whichever is less, will be made following the completion of 10 percent of the total Contract price.
5. Upon completion of all the work on the project, payment of any amount bid for Mobilization in excess of the total amount previously paid, will be paid.

B. BASIS OF PAYMENT

1. The lump sum price for this item shall include full compensation for all labor, equipment, materials, and incidentals needed to complete the following:
 - a. Initiating and administering the contract, including but not limited to furnishing performance and payment bonds and all other securities and insurances required, project meetings, securing of all necessary permits, etc., for providing all other materials, supplies, tools, equipment, labor, financing, supervision, temporary structures, and any and all other administrative expenses incurred in carrying out the work and furnishing the materials, keeping records and preparing required reports, and assuming risks, which have not been included in the prices in other items of the Proposal;
 - b. Costs, exclusive of the cost of materials, for mobilizing all machinery, plant, tools, and other equipment necessary to carry on and complete the work.
 - c. Establishing and maintaining survey controls for the construction layout of the overall project by a qualified professional, using appropriate means and methods to ensure the accuracy of the layout, as specified and/or as directed by the Engineer.
 - d. Re-establishing all benchmarks, concrete bounds, iron pins, and all permanent property boundary markers.
 - e. All Costs for Coordinating, scheduling, making payment uniformed traffic police or flaggers for later reimbursement through the contract item 999. for Traffic Control Police and the use of uniformed traffic police or flaggers including tracking or verifying hours worked by traffic persons.
 - f. Costs for demobilizing all machinery, plant, tools, and other equipment used to perform the work upon completion of the project.
 - g. Costs for performing final cleanup of the project area, exclusive of specific restoration to be paid for under other items.

<u>ITEM 866.112</u>	<u>12 INCH CROSSWALK AND STOP REFL. WHITE LINE (THERMOPLASTIC)</u>	<u>FT</u>
<u>ITEM 866.106</u>	<u>6 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)</u>	<u>FT</u>
<u>ITEM 867.106</u>	<u>6 INCH REFLECTORIZED YELLOW LINE(THERMOPLASTIC)</u>	<u>FT</u>

The work under this item shall conform to the relevant provisions of Section 800 of the Massachusetts Department of Transportation – Highway Division 2020 Standard Specifications for Highways & Bridges, the latest supplements and addendum thereto, and the following:

Measurement and Payment

Markings are to be paid for as the actual length of lines applied under the various items of the Contract. The lengths of solid lines will be obtained by:

- a. Calculation from established base line stations or
- b. Use of a measuring wheel or
- c. Vehicle odometer readings.

Pavement Arrows and Legends are to be paid for as the longest actual length multiplied by the longest actual width in square feet of Arrows and Legends applied under the item 864.04 of the Contract. Turning Arrow, Bicycle Symbols, etc. are to be included for payment under this item.

Include the green bike crosswalk at the intersection of Brayton Avenue and Winthrop Street for payment under item 864.04 Pavement Arrows and Legends.

Permanent Pavement Markings will be paid for at the contract unit price per foot which shall include full compensation for furnishing all labor, materials and equipment required or incidental to satisfactorily complete the work. The cost of maintaining and protecting traffic during marking operations shall be included in the bid price. No payment will be made for the repair or replacement of defective pavement markings.

Temporary Pavement Markings will be paid for at the contract unit price per foot which shall include full compensation for furnishing, installing, maintaining, and removing and all labor, materials and equipment required or incidental to satisfactorily complete the work. The cost of maintaining and protecting traffic during marking operations shall be included in the bid price. No payment will be made for the repair or replacement of defective temporary pavement markings.

<u>ITEM 874.1</u>	<u>STREET/TRAFFIC SIGN WITH POST REMOVE AND RESET</u>	<u>EACH</u>
<u>ITEM 874.2</u>	<u>STREET/TRAFFIC SIGN WITH POST</u>	<u>EACH</u>

The work to be done under this Item shall conform to the relevant provisions of Sections 828, 840 of the Massachusetts Department of Transportation – Highway Division 2020 Standard Specifications for Highways & Bridges, the latest supplements and addendum thereto and the following:

The work to be done under street / traffic sign with post, Item 874.2 shall include the furnishing, delivery, excavation, and installation of warning, regulatory, guide, and street name signs including supports and posts. Posts shall be P-5 breakaway post assemblies. If not furnished by Town.

The work to be done under signpost removed and reset, Item 874.1. shall include the removing and installing of existing warning, regulatory, guide, and street name signs and supports on new or existing posts that conflict with the proposed construction and that will not be replaced with new signs and/or posts, or as required by the Engineer. When work is not included within other work items.

Also included is the excavation of the existing foundations. If, in the opinion of the Engineer, the existing foundation will not interfere with new construction, it may be removed to a depth of two feet below the existing ground, the hole backfilled with gravel and compacted, and the existing surfaces restored or replaced in kind.

Where new posts are to be installed, the removal and disposal of the old signposts shall be incidental to the work. The transfer of existing signs from the old posts to new posts shall also be incidental to the work without payment.

Where existing signs are to be replaced with new signs, removal and disposal of the old signs shall be incidental to the work without payment.

The existing signs shall not be removed until the new signs and structures replacing them are ready for traffic unless otherwise required by the Engineer.

Measurement and Payment

Street name / traffic sign with post will be measured for payment by each, complete in place.

Signpost removed and reset will be measured for payment by each, complete in place. When not included within other work items.

Street name / traffic sign; signpost removed and reset will be paid for at the respective Contract unit prices per each, which price shall include all labor, materials, equipment, and incidental costs required to complete the work.

No separate payment will be made for excavations and disposal of existing material for new signs, dismantling, removing, transporting and stacking of signs and supports, excavations and disposal of the existing foundations, supplying and placing of gravel backfill type c and the restoration in kind of disturbed surfaces, but all costs in connection therewith shall be included in the Contract unit price bid for street name / traffic sign with post removed and reset, Item 874.2 and street name / traffic sign with post, Item 874.2 .

ITEM 999.1

TRAFFIC CONTROL POLICE

ALLOWANCE

The contractor shall provide such police officers as deemed necessary for the direction and control of traffic within the site of the improvements. The request for traffic officers will be made to the Clinton Police Department (C.P.D.). The C.P.D. shall be notified at the time of the call that the contractor is working on a Town Project and that the administration fee and taxes shall be waived by the C.P.D.

Bidders shall include the allowance value for traffic police detail services in their bid total.

The rate of wages direct billed to and paid by the Contractor (and reimbursed through the contract) for police officers shall be the same as paid to police officers working on the details. No compensation shall be made to the contractor for C.P.D. administration fees or taxes.

<u>ITEM 999.2</u>	<u>TEMPORARY TRAFFIC AND PEDESTRIAN CONTROL</u>	<u>LUMP SUM</u>
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A. METHOD OF MEASUREMENT

1. Temporary Traffic and Pedestrian Control shall be paid for on a lump sum basis.

B. BASIS OF PAYMENT

1. The lump sum for this item shall include full compensation for all labor, equipment, materials, and incidentals needed to complete the following:
 - a. Fabricating, furnishing, erecting, maintaining, removing, and relocating the traffic and pedestrian management devices for the overall project during construction activities, complete-in-place, as directed by the Engineer.
 - b. Providing additional traffic and pedestrian management devices to provide a clear and visible traffic and pedestrian control through the project area, if required.
 - c. The Contractor shall be required to reposition the traffic control devices as many times as necessary to ensure the safe passage of vehicular traffic and pedestrians. Supplemental signs and traffic control devices directing traffic around and/or through the work zones shall be supplied as operations require or as directed by the Engineer. Payment for these traffic control measures shall be included as part of this item and no additional payment will be made.
 - d. At a minimum, traffic and pedestrian control shall include the following as required and as specified by MassDOT and the Manual on Uniform Traffic Control Devices 2009 and amendments:
 - i. Temporary Traffic and Pedestrian Control Signs including detour signs as required.
 - ii. Channelizing Devices including drum barricades and/or traffic cones.
 - iii. Type III Barricades.
 - iv. Temporary Barriers.
 - v. Temporary Pedestrian Bypass including Temporary Curb Ramps
 - vi. Police Detail. (paid for under item 999.1)
 - e. Other work, whether direct or incidental, associated with the traffic control not specifically identified herein.

<u>ITEM NO. 999.3</u>	<u>MISCELLANEOUS WORK</u>	<u>LUMP SUM</u>
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A. METHOD OF MEASUREMENT

1. Miscellaneous Work shall be paid for on a lump sum basis. The work under this item shall conform

to the relevant sections of the Standard Specifications and the following:

The work herein includes all work:

- Removing and resetting the existing wood fence at #32 Greeley Street
- Cleaning all drainage structures prior to starting, and following construction
- Removing and resetting hydrants currently located within the proposed sidewalk location.
- Protection of all existing trees to remain on site.
- Remove 4" tree at #141 Greeley Street.
- Minor trimming of trees as necessary, including trimming trees to a height of 10' above sidewalks. This specifically includes the 8" cluster at #103 Brook Street and the 24" tree at #5 Flagg Street.
- Construction layout.
- Supporting all existing utilities, modification to existing utilities, maintaining existing drainage/sewer flows, protecting of fences, walls, landscape boulders, driveway edging etc.
- Resetting the existing brick sidewalk at #78 Greeley Street
- Any other obviously necessary incidental work not specifically identified elsewhere.
- Associated work for site restoration and cleanup upon completion of the project.
- All saw cutting necessary and required.
- Concrete for anchoring granite curbing.
- All pipe bedding and backfill material required.

B. BASIS OF PAYMENT

- A. Payment of the lump sum price under the Item 999.004 of the Bid Form shall fully compensate the Contractor for labor, materials, equipment, and incidentals required to do all work specified below, and shown on the Drawings, and any other miscellaneous work obviously necessary to complete the Contract. Payment shall include but not be limited to supporting all existing utilities, modification to existing utilities, maintaining existing drainage/sewer flows; general demolition, shall include but not be limited to removal and dispose of light poles, footings, bollards and any other items not specified in the specifications but necessary to complete the contract; removal and resetting of fences, walls, landscape boulders, driveway edging, mail boxes, signs etc. and the Contractor shall be responsible for site restoration and cleanup upon completion of the project.

END OF SECTION